

Logistics

Loan and Lease of Army Materiel

**Headquarters
Department of the Army
Washington, DC
1 September 1996**

UNCLASSIFIED

SUMMARY of CHANGE

AR 700-131

Loan and Lease of Army Materiel

This revision--

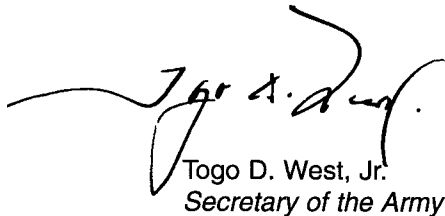
- o Delineates Secretary of the Army responsibilities for counterdrug, civil disturbance, and disaster relief operations (para 1-4).
- o Designates the Assistant Secretary of the Army (Research, Development and Acquisition) (ASA(RD&A)) as approval authority for leases to Department of Defense (DOD) contractors of prototype and developmental equipment in support of contractor research and development initiatives and or for support of sales/demonstrations to foreign countries (para 1-4 and table 2-1).
- o Designates the Assistant Secretary of Army (Installations, Logistics and Environment) as approval authority for loans/leases of fielded Army equipment (table 2-1).
- o Describes additional duty assigned to ODCSLOG (DALO-SMM) for actions on loan and lease requests and extensions for AMC subordinate commands, including resolution of delinquent loans and leases (para 1-4).
- o Designates ODCSOPS DOMS as the DOD Action Office for support to civil authorities during immigration emergencies (para 1-4).
- o Assigns Program Executive Offices, under the Assistant Secretary of the Army (Research, Development, and Acquisition), responsibility for the loan and lease of equipment under their purview (para 1-4).
- o Assigns commanders of United States Army Reserve Command Major Subordinate Commands (USARC MSC) the same responsibilities for the USAR equipment under their command as installation commanders have for Active Component equipment (para 1-4).
- o Assigns the National Guard Bureau (NGB) Office of the Director, Counterdrug Task Force responsibility for loans or leases involving support to drug enforcement operations (para 1-4).
- o Assigns NGB Military Support Operations Branch responsibility for loans and leases relating to military support to civil authorities (para 1-4).
- o Designates the DOD Regional Logistical Support Offices as a focal point for local, state, and regional offices of Federal drug law enforcement agencies to request equipment and training support from DOD (para 1-4).
- o Assigns the Office of the Chief, Army Reserve, in conjunction with the appropriate DCSLOG directorate, responsibility for loan and lease of USAR equipment in accordance with table 2-1 of this regulation (para 1-4).

- o Designates responsibilities of the U.S. Army Reserve Command for loans and leases of USAR equipment (para 1-4).
- o Adds two authorizing statutes: National Defense Authorization Act (FY 90-91), Section 1208, Transfer of excess personal property; and 10 USC 4506, Sale, loan, or gift of samples, drawings, and information to contractors (para 2-1).
- o Addresses the new governing OSD policy contained in DOD Directive 1225.6 (para 2-1).
- o Clarifies the loans of equipment belonging to the USAR (para 2-2).
- o Addresses lease fees and waivers for leasing Army materiel to activities outside the Federal Government (paras 2-5 and 2-6).
- o Addresses the loan of Government equipment acquired for research and development (para 2-5).
- o Requires the loaning/leasing command to establish a centralized management office to monitor its loans and leases and provide annual inspection for all assets on loan or lease (para 2-10).
- o Updates procedures for requesting loan or lease of materiel (para 2-14).
- o Updates loan or lease approval authority (table 2-1).
- o Incorporates changes as outlined by the reissuance of DoD Directive 7230.8, 'Loan and Lease of DoD Equipment' (table 2-2).
- o Updates procedures that requires the lender to report equipment out on loan by quarterly reporting of personal property end-of-year report '1764' to DFAS (para 3-4).
- o Updates procedures that requires borrowers of Army equipment to provide proof of annual inventory when requesting loan extensions (para 3-4).
- o Updates reimbursement policies and procedures (para 5-1).
- o Incorporates quarterly reporting requirements for HQAMC MSCs (para 6-8).
- o Updates Approving Authority Action Office Addresses/Telephone Numbers (app B).
- o Establishes Management Control Checklist (app C).
- o Eliminates the Armys' Civilian Marksmanship Program in accordance with legislation directing the transfer of the program to the corporation for the promotion of rifle practice and firearms safety.

Effective 1 October 1996

Logistics

Loan and Lease of Army Materiel



Togo D. West, Jr.
Secretary of the Army

History. This edition publishes a revision of this publication. This publication has been reorganized to make it compatible with the Army electronic publishing database. No content has been changed.

Summary. This regulation prescribes policy and procedures for granting loans and leases of Army materiel to Army units and activities, non-DOD Federal agencies, civilian law

enforcement officials, civilian activities, commercial contractors, and industrial associations.

Applicability. This regulation applies to the Active Army, the Army National Guard (ARNG) and the U.S. Army Reserve (USAR). This regulation does not apply to loans for military assistance, and loans of industrial resources. For loans from war reserve or operation project stocks (including prepositioned materiel configured to unit sets (POMCUS) to include peacetime use of war reserves and operational project stocks, see AR 710-1, chapter 6.

Proponent and exception authority. The proponent of this regulation is the Deputy Chief of Staff for Logistics (DCSLOG). The DCSLOG has the authority to approve exceptions to this regulation that are consistent with controlling law and regulation. The DCSLOG may delegate this authority in writing, to a division chief within the proponent agency in the grade of colonel or the civilian equivalent.

Army management control process. This regulation contains management control

provisions and identifies key management controls that must be evaluated. (See app C).

Supplementation. Supplementation of this regulation and establishment of command or local forms are prohibited without prior approval of the Deputy Chief of Staff for Logistics (DCSLOG), ATTN: DALO-SMM, 500 Army Pentagon, Washington, DC 20310-0500.

Interim changes. Rescinded. See AR 25-30, change 2.

Suggested improvements. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to Office of the Deputy Chief of Staff for Logistics (ODCSLOG), ATTN: DALO-SMM, 500 Army Pentagon, Washington, DC 20310-0500.

Distribution. Distribution of this publication is made in accordance with the initial distribution number (IDN) 092297, intended for command level C for Active Army, Army National Guard, and the U.S. Army Reserve.

Contents (Listed by paragraph and page number)

Chapter 1

Introduction, page 1

Purpose • 1-1, page 1

References • 1-2, page 1

Explanation of abbreviations and terms • 1-3, page 1

Responsibilities • 1-4, page 1

Approving authorities • 1-5, page 2

Chapter 2

Loan Policies, page 2

Section I

Basic Loan and Lease Approval Policy, page 2

Basic policies • 2-1, page 2

Loans to Army activities and other DOD activities • 2-2, page 4

Government furnished equipment (GFE) • 2-3, page 4

Loans to Federal Departments • 2-4, page 4

Lease to activities outside the Federal Government • 2-5, page 5

Loans for special purpose or with special authority • 2-6, page 5

Loan or lease agreements • 2-7, page 6

Surety bonds • 2-8, page 6

Loan or lease duration • 2-9, page 7

Managing the provisions of loan and lease agreements after approval • 2-10, page 7

Types of DA materiel available for loan or lease • 2-11, page 7

Section II

Submission of Requests for Loan or Lease of Army Materiel, page 7

General • 2-12, page 7

Procedures for requesting loan or lease of materiel • 2-13, page 8

Actions by approving authorities • 2-14, page 9

Actions by loaning or leasing activity • 2-15, page 9

Chapter 3

Accounting Procedures, page 15

Loan or lease document format • 3-1, page 15

Shipment of loaned or leased materiel • 3-2, page 15

Receipt of borrowed property • 3-3, page 16

Accounting by borrower and lender • 3-4, page 16

Return of borrowed materiel • 3-5, page 16

Loan extensions • 3-6, page 17

Lost, damaged, or destroyed materiel • 3-7, page 17

Chapter 4

Loan or Lease of Arms and Accouterments, page 17

General • 4-1, page 17

Loans or leases to civilian activities (other than rifle clubs and educational institutions) • 4-2, page 17

*This regulation supersedes AR 700-131, 15 February 1985.

Contents—Continued

Chapter 5

Reimbursement for Loan or Lease of Army Materiel, *page 18*

Reimbursement policies and procedures • 5-1, *page 18*

Reimbursable costs • 5-2, *page 18*

Nonreimbursable costs • 5-3, *page 19*

Funding records • 5-4, *page 19*

Determination of charges and settlement • 5-5, *page 19*

Delinquent and uncollectable accounts • 5-6, *page 19*

Chapter 6

Reports, *page 19*

General • 6-1, *page 19*

Aircraft piracy • 6-2, *page 19*

Civil disturbances • 6-3, *page 20*

Disaster assistance • 6-4, *page 20*

Loans to civilian law enforcement officials (RCS DD-M(Q)1595)

• 6-5, *page 20*

United States Secret Service • 6-6, *page 20*

Other reports • 6-7, *page 20*

Appendixes

A. References, *page 21*

B. Approving Authority Action Office Addresses/Telephone
Numbers*, *page 22*

C. Management Control Evaluation Checklist, *page 32*

Glossary

Index

Chapter 1 Introduction

1-1. Purpose

This regulation sets forth policies and procedures for loan of Army materiel to both Department of Defense (DOD) and non-DOD activities of the Federal Government; and loan or lease of materiel to non-Federal civilian activities and agencies. It outlines when loans and leases of Army materiel can be made. Loans under Title 31 USC, Section 1535 (The Economy Act) are limited to agencies of the Federal Government. Leases under Title 10 USC, Section 2667 (The Leasing Statute) may be made to entities outside the Federal Government. Both the loans and leases are distinguishable from statutory loan authorities which apply to specific organizations outside the Federal Government such as the American Red Cross and the Boy Scouts of America. This regulation provides procedures for requesting and processing loans and sets forth responsibilities, including requirements for reimbursement.

1-2. References

Required and related publications and prescribed and referenced forms are listed in appendix A.

1-3. Explanation of abbreviations and terms

Abbreviations and special terms used in this regulation are explained in the glossary.

1-4. Responsibilities

a. The Secretary of Defense (SECDEF) is the approval authority for all DOD support to:

(1) Counter terrorism whether overseas or domestic.

(2) Emergency support to civil disturbances.

(3) Law enforcement agencies that will result in a planned event with the potential for confrontation with named individuals/groups or use of lethal force.

b. The Secretary of the Army (SA) has statutory authority to approve loans and leases of Army materiel. The Secretary has also been designated as the DOD Executive Agent for civil disturbance operations, disaster relief, and immigration emergencies.

c. The Assistant Secretary of the Army (Installations, Logistics, and Environment) (ASA(IL&E)) has been delegated the authority to act for the SA in logistics matters and is the Secretariat focal point for counter-drug, civil disturbance, and disaster relief operations. The ASA(IL&E) has authority to approve loans and leases of fielded Army equipment.

d. The Assistant Secretary of the Army (Research, Development and Acquisition) (ASA(RD&A)) has authority to approve leases to DOD contractors of prototype and developmental equipment in support of research and development initiatives and or for sales/demonstrations to foreign countries.

e. The Deputy Chief of Staff for Logistics (DCSLOG) has Army Staff responsibility for policy and procedures concerning the loan and lease of Army materiel.

(1) The Chief, Integrated Logistics Support Branch (DALO-SMM), Directorate of Supply and Maintenance has been delegated responsibility within the Office of the Deputy Chief of Staff for Logistics (ODCSLOG) for the Army equipment loan and lease program. The DALO-SMM has responsibility for acting on loan and lease requests and loan and lease extensions forwarded for HQDA review by major Army Command's (MACOMs), and other federal/non-federal agencies. In addition, the Chief, DALO-SMM takes action to resolve delinquent loans and leases forwarded for resolution by HQAMC.

(2) The Chief, War Reserve Division (DALO-SMW), Directorate of Supply and Maintenance provides specific guidance for loan of Army materiel held in war reserves or designated operational project stocks.

(3) The Director of International Development and Security Assistance (SAUS-IA-DSA) is the action office responsible for

processing equipment leases to commercial concerns for demonstrations in connection with international programs, and for leases (or loans) to foreign countries or international organizations under the Arms Export Control Act (AECA).

(4) Heads of ODCSLOG Commodity Offices coordinate with DALO-SMM on requests for loan of materiel from Army or other DOD agencies in accordance with procedures established by this regulation.

(5) The Office of the Deputy Chief of Staff for Operations and Plans, (ODCSOPS) is responsible for acting on loan and lease requests that involve people and equipment or people to operate loaned/leased equipment.

f. The Director of Military Support (DAMO-ODS), has been designated—

(1) The lead DOD and Army staff action agent for supporting the DOD Executive Agent in domestic disaster assistance matters, civil disturbance operations, and immigration emergencies.

(2) Army Staff proponent for cooperation with civilian law enforcement officials.

(3) Action office for those requests that involve people and equipment, or people only (to operate loaned or leased equipment) as they pertain to MSCA as outlined in paragraph (1) above.

g. The Surgeon General (TSG) is responsible for loans of medical materiel in accordance with table 2-1.

h. The Chief, Military History is responsible for approving requests for loan or lease of historical properties and military art in accordance with the approval authority stated in table 2-1.

i. Program Executive Offices, under the ASA(RD&A), are responsible for the development of additional equipment requirements to satisfy known or projected needs in support of testing, product improvement, configuration management, contractual commitments, and the loaning or leasing of equipment under their purview.

j. Commander, U.S. Army Materiel Command (AMC) and major Subordinate Command (MSC) commanders are responsible for approving and executing requests for loan or lease of equipment belonging to the wholesale logistics system in accordance with table 2-1.

k. Director, U.S. Army Armament and Chemical Acquisition and Logistics Activity (ACALA), is responsible for keeping a centralized serial number visibility record for all small arms made for the Army.

l. Commanders of MACOMs and Active Army installations are responsible for approving requests for loan or lease of materiel under their control in accordance with procedures established by this regulation (table 2-1). For the purposes of this regulation, commanders of major United States Army Reserve Commands (MUSARCs) have the same responsibilities for the U.S. Army Reserve (USAR) equipment under their command as installation commanders have for Active Component equipment.

m. Commander, U.S. Army Medical Materiel Agency (USAM-MA) is responsible for approving requests for loan or lease of principal medical end items in accordance with table 2-1 of this regulation and AR 40-61.

n. Commanders of medical treatment facilities are responsible for approving requests for loans of medical materiel that exceed 180 days in accordance with table 2-1.

o. The Commander, U.S. Army Communications-Electronics Command, Communications Security Logistics Activity (USAC-CSLA) is responsible for processing/approving loan of COMSEC equipment for one year or less in accordance with table 2-1.

p. The Army National Guard Bureau is responsible for loan and lease of Army National Guard (ARNG) equipment in accordance with table 2-1.

(1) The Office of the Director, Counterdrug Task Force (NGB-CD) is responsible for acting on all loans or leases involving support to drug enforcement operations.

(2) The Military Support Operations Branch (NGB-ARO-OM) is the action office responsible for processing of loans and leases relating to military support to civil authorities, including emergency requests for law enforcement, disaster relief, civil disturbances, terrorism, and environmental protection in accordance with table 2-1.

(3) The Director, Aviation and Safety Directorate (NGB-AVN) is responsible for processing only requests for loan or lease of ARNG aircraft to Army activities and other DOD activities.

(4) The Chief, Public Affairs (NGB-PA) is responsible for requests concerning community relations or domestic action programs.

(5) The Director, Army Logistics (NGB-ARL-M) will act on all other requests for loan or lease of ARNG equipment in accordance with authorized approval authority in table 2-1.

q. State Adjutants General (ARNG) are responsible for approving loans and leases of ARNG equipment in accordance with the approval authority in table 2-1.

r. The Chief of Engineers is responsible for the loan or leasing of all equipment incident to Civil Works and Prime Power management functions and, specifically, the loan/lease of—

(1) U.S. Army Corps of Engineers (USACE) owned equipment/supplies for emergency flood fighting operations.

(2) Plant and equipment used in support of authorized improvements/maintenance for river, harbor and flood control.

(3) Prime power generation transmission/distribution equipment for authorized contingencies.

s. The DOD regional logistical support offices (RLSOs), under the direct supervision of the Defense Logistics Agency (DLA) will provide local, state, and regional offices of Federal drug law enforcement agencies (DLEAs) and civilian law enforcement agencies a focal point for requesting equipment and training support from DOD.

t. The Office of the Chief, Army Reserve (OCAR), in conjunction with the appropriate DCSLOG directorate, is responsible for loan and lease of USAR equipment in accordance with table 2-1.

u. The U.S. Army Reserve Command (USARC) is responsible for reviewing requests for loans and leases of USAR equipment (other than disaster relief). The USARC is responsible for approving loans and leases between the continental USARC major subordinate commands (MSC); the continental USAR commands and the National Guard as governed by table 2-1 and other sections of this regulation.

(1) The Chief, Public Affairs Office (AFRC-PA) is responsible for all requests concerning community relations or domestic action programs.

(2) The Deputy Chief of Staff for Logistics (AFRC-LG) will act on all other requests for loan or lease of USAR equipment in accordance with table 2-1.

1-5. Approving authorities

A list of approving authority addressees is at Appendix B.

Chapter 2 Loan Policies

Section I

Basic Loan and Lease Approval Policy

2-1. Basic policies

a. Army materiel is intended for use in support of the Army's mission. However, when compelling circumstances exist, supported by general or specific statutory authority, materiel not immediately needed to support mission requirements, may be loaned or leased to the following elements under the conditions prescribed herein:

- (1) Army and other DOD elements.
- (2) Non-DOD Federal departments and agencies.
- (3) Civil governments (State and local).
- (4) Special activities, agencies, defense contractors and industrial associations.

b. Table 2-1 lists various types of Army materiel authorized for loan or lease. There are three basic Federal statutes that authorize the loan or lease of Army property. There are also numerous specific statutes that authorize particular types of loans and leases in limited situations. Unless there is a reason to use the specific statute,

one of the basic statutes will be used. (The statutes are cited by title, United States Code (USC), and Section.)

c. The following are the basic statutes:

(1) 10 USC 2571 (Interchange of property and services)—Authority for loan of property within DOD.

(2) 10 USC 2667 (The Leasing Statute)—Authority for leases.

(3) 31 USC 1535 (The Economy Act)—Authority for loans to other Federal departments and agencies.

d. Some of the specific authorizing statutes are listed below.

(1) 10 USC 372 et.seq. (PL 97-86)—Military cooperation with civilian law enforcement officials.

(2) Section 1208—National Defense Authorization Act FY 90 and 91.

(3) 10 USC 2541—Loan of equipment and barracks to national veterans organizations.

(4) 10 USC 2542—Loan of equipment to the American National Red Cross for instruction and practice.

(5) 10 USC 2543—Loan of equipment to US Presidential Inaugural Committee.

(6) 10 USC 2544 (PL 9-249)—Loan of equipment (e.g., cots, blankets, commissary equipment, flags, refrigerators) and gifts of services to the Boy Scouts of America for national and world jamborees.

(7) 10 USC 2572 (see AR 870-20). Loan, gift, or exchange of books, manuscripts, works of art, drawings, plans, models, and condemned or obsolete combat materiel not needed to—

(a) A municipal corporation.

(b) A soldiers' monument association.

(c) A State or foreign nation's museum, historical society, or historical institution.

(d) A nonprofit incorporated museum.

(e) Posts of Veterans of Foreign Wars of the USA.

(f) American Legion Posts.

(g) A local unit of any other recognized war veterans' association.

(h) A post of the Sons of Veterans' Reserve.

(8) 10 USC 4651—Issue of arms, tentage, and equipment to support educational institutions that do not have Reserve Officers' Training Corps (ROTC) but maintain a course in military training prescribed by the Secretary of the Army.

(9) 10 USC 4656—Loan of aircraft and ancillary equipment to accredited civilian aviation schools at which Army or Air Force personnel pursue courses of instruction.

(10) 10 USC 4683—Loan of obsolete or condemned rifles and accouterments to local units of recognized national veterans organizations for certain ceremonial purposes.

(11) 10 USC 4685—Loan of obsolete ordnance to educational institutions and State soldiers' and sailors' orphans' homes for purpose of drill and instruction.

(12) 18 USC 3056, authorities and duties of United States Secret Service.

(13) 32 USC 702—Issue of supplies to State National Guard.

(14) 33 USC 575—Limits operation of power driven boats or vessels to Government business.

(15) 33 USC 701n—Flood emergency preparation; emergency supplies of drinking water.

(16) 33 USC 1251 et.seq. Federal Water Pollution Control Act.

(17) 42 USC 5121 et.seq. Disaster Relief Act.

e. The use of equipment loan procedures to issue new items of equipment to the field that are not fully supportable, or have not received a materiel release from the materiel developer, are not authorized.

f. Loans or leases will be approved or disapproved based on the purpose, duration of the loan or lease, and consideration of the following factors that can take precedence over any loan or lease:

(1) Military requirements and priorities, (for example, continuity of military operations, troop survival, and the rehabilitation of essential military bases).

(2) Stocks and programmed Army requirements. This includes prepositioned mobilization reserve stocks.

(3) Type classification with pending changes.

(4) Minimum diversion of Army stocks.

(5) The adequacy of the borrower's resources. Requesters will be encouraged to use their own resources.

(6) The availability of alternative sources such as commercial lessors.

g. Requests from civilian authorities or activities for loan or lease of Army materiel will normally enter Army channels at the installation or MACOM levels. If on-post or off-post units receive lease requests, they will refer them at once to the unit's supporting installation commander or higher headquarters as appropriate. The ARNG units will refer all such requests to the state United States Property and Fiscal Officer (USPFO). The USAR units will refer requests to the principal logistics staff officer at the major USARC headquarters exercising command over the USAR unit. The USARC will have the same approval authority for USAR units as the 'Garrison/Installation/TF Commander' does for Active Army units. Emergency loan or lease requests will be relayed by telephone or electrically transmitted message.

h. When routine handling of a loan or lease request would result in loss of human life, grave bodily harm, or major destruction of property, and when the lack of communication facilities prevents use of normal procedures, loans or leases otherwise permitted by this regulation can be made with local approval. However, normal policy should be followed to the extent possible. If procedural requirements cannot be fully complied with, they must be met promptly after the loan or lease is made.

i. Army materiel loaned or leased under this regulation will be made available to the borrower 'as is, where is.'

j. Stocks in the 'least serviceable condition' suitable for the purpose will be loaned or leased. Priority of equipment for loan or lease will be from condition code C, followed by condition code B, and then condition code A. (See AR 725-50, table C-28).

k. Commanders of medical treatment facilities are subject to all the requirements of this regulation, including the requirement for reimbursement.

(1) Emergency loans of medical supplies (drugs, vaccines, etc.) may not be made without reimbursement and the loan may not exceed 30 days. Reimbursement may take the form of replacement in kind by the borrowing agency or activity.

(2) Emergency loans of medical equipment not to exceed 15 days may be approved by the local medical facility commander without reimbursement if it is the practice in the community for other hospitals to make such loans. Equipment loans or leases that exceed 15 days must be approved, in writing, by the major medical command commander (U.S. Army Medical Command) and are subject to all the requirements of this regulation, including reimbursement.

(3) The requirement for surety bonding and formal lease or loan agreements for emergency loans of medical supplies or equipment are waived where the loan does not exceed 15 days if such is normal community practice. Minimum documentation for such loans will include a signed receipt from the borrowing official that identifies the loaned materiel and its condition.

l. Army property loaned or leased to any activity will not be further loaned or leased by the borrower/lessee nor can it be shipped or transferred from the site originally authorized without the written approval of the original approving authority.

m. There will be no procurement or redistribution of assets to offset the effects of loans or leases. Materiel will not be set aside, earmarked, assembled, or stockpiled to be available for use related to loans or leases.

n. Army materiel may be recalled from the borrower at any time to meet Army requirements.

o. Stock record accounting and financial transactions for loans or leases will conform with existing regulations.

p. Borrowers are responsible for the care, custody, and proper use of borrowed materiel. Except as stated in this regulation, reimbursement will be required for damage, destruction, loss, fair depreciation in value, costs to restore equipment to the condition that existed when original loan or lease of equipment commenced and for any Army repair, care, issue and turn-in inspection labor costs, packing,

crating, transportation, preservation, and protection of loaned or leased equipment.

q. Care, renovation, and repair of borrowed materiel will conform with the loan or lease agreement.

r. Equipment may not be modified or altered by the borrower.

s. Army property loaned or leased for demonstration purposes (table 2-1) will not deviate from the approved demonstration unless specifically approved by HQDA (DALO-SMM and SAUS-IA-DSA-A).

t. Loans or leases approved by HQDA ODCSLOG that affect Department of the Army Master Priority List (DAMPL) issues or unit readiness require the concurrence of ODCSOPS prior to approval.

u. As indicated in table 2-2, borrowers must provide signed loan or lease agreements, provide surety bonds, and vehicular insurance prior to receipt of materiel. Loan or lease agreements and bonds will be prepared per paragraphs 2-7 and 2-8 below.

v. Support of International Logistics (IL) programs/requirements/initiatives when required, will be supported by wholesale owned equipment provided on a lease basis only. Wholesale assets will not be loaned to support IL requirements. When government furnished equipment (GFE) is provided pursuant to a contract, the sole basis of which is to provide a product or service in support of IL programs, the contract must include a lease clause, and provide a lease agreement that requires the user to reimburse the Government for the use of the equipment.

w. The loan or lease of military equipment for the following purposes is prohibited:

(1) State Defense Forces authorized under Section 109(c) of Title 32, USC.

(2) Events or activities that appear, directly or indirectly, to endorse, favor or selectively benefit private individuals, groups, commercial ventures, sects, political and fraternal groups, private or solely civilian religious or ideological movements, or activities or individuals associated with solicitation of votes in an election.

Note. Service or luncheon clubs such as Kiwanis International, Lions International, Optimists, Rotary International, and Toastmasters International are not considered fraternal groups.

(3) Events that are not open to the general public, or where admission is charged for profit purposes.

(4) Where the use of loaned or leased equipment would be in competition with commercial enterprise/deny the employment of civilians in their regular profession.

(5) Production of non-government motion/television pictures (except where authorized by DODI 5410.16).

(6) Participation in, or support of fund raising events where the sponsor is not a member of a United, Federal, or joint campaign.

x. Equipment programmed for issue, or rebuild and issue to the Reserve Component will not be diverted, withdrawn, or reduced without prior approval of the Secretary of Defense. Such proposals will be forwarded to the Office of the Assistant Secretary of Defense (Reserve Affairs-Materiel Directorate), and should contain a projected replacement program for the removed equipment.

y. The Chief of Engineers will loan equipment incident to Civil Works responsibilities according to guidance of the Assistant Secretary of the Army (Civil Works) (ASA(CW)) and established engineer regulations. Normally, requests for this equipment should be directed to the appropriate District Commander (see app B).

z. The Chief of Engineers will loan Prime Power Program assets according to the provisions of AR 700-128. Loans of Corps of Engineer equipment to include plant equipment, flood fighting

equipment, and Prime Power equipment is normally executed on a reimbursable basis.

Table 2-2
Agreements, bonds, and insurance requirements

Borrower	Loan or Lease Agreement Required	Surety Bond Required	Vehicular Insurance Required
Army or other DOD activities	See note ¹	No	No
Non-DOD Federal department and agencies	Yes	No	No
Civil authorities (State and local governments)	Yes	Yes ²	Yes ²
Civilian activities (veteran's organizations, youth groups, etc.)	Yes	Yes	Yes
Commercial Corporations	Yes	Yes ³	Yes ⁴

Notes:

¹ A hand receipt or other document assigning responsibility will suffice for retail activities. A loan agreement will be required for material on loan from wholesale activities.

² In emergency disaster relief cases, bonds and insurance will be provided within 5 days after receipt of the materiel.

³ This applies when FAR Part 45 and subparts are not applicable.

⁴ The requirement for a surety bond or insurance is waiveable if one or the other is in effect.

2-2. Loans to Army activities and other DOD activities

Army materiel may be loaned to Army activities and other DOD activities for temporary and nonrecurring requirements that support basic functions of the borrowing activity. Examples are field exercises, maneuvers, training exercises, including annual training of Reserve Components. These loans will be granted to Accountable Property Book Officers only, for up to 1 year. Requests for extensions (not to exceed 1 year) will be forwarded to the original approving office for consideration. However, materiel for research, development, test, and evaluation (RDTE) efforts may be loaned for a maximum period of up to 2-years with no extensions. As a matter of policy, equipment required for longer than 1 year (2 years for RDTE efforts) will be documented on unit MTOE/TDA/JTA per AR 71-13. HQAMC/MSD Commander's may approve, following review of unfilled Army equipment requirements, a one-time 6-month loan extension to Army borrowers of wholesale equipment who request the extension, in order to permit the borrower time to submit the appropriate TAADS (The Army Authorization Documents System) change request. Borrowers must notify the lending activity as soon as TAADS authorization is obtained in order to expedite equipment transfers. A copy of the DA Form 4610-R (Equipment Changes in MTOE/TDA), memorandum requesting change, and subsequent endorsement stating approval/disapproval to the national inventory control point (NICP). Once this information is received, the borrowing activity may be authorized continued use of the equipment, without further extensions (for up to 1 year or two TAADS 'MOC' windows of change), until transfer of accountability is accomplished.

a. Loans for 1 year or less of equipment belonging to MACOMs, are approved at garrison/installation TF commander level. State AG's will approve loans of ARNG equipment. The Senior Logistics Staff Officer at USARC MSC headquarters will approve the loan of USAR equipment where authority is provided to the garrison/installation/TF commander for Active Army units (see table 2-1). Any actions that have the effect of diverting, delaying delivery, or withdrawing equipment from the Reserve Components (RC), or involving equipment loans from the RC to the Active Component, may require Office of the Secretary of Defense (OSD) approval. The governing OSD policy is contained in DODD 1225.6. Supporting Army policy is being added to AR 220-1, AR 710-1, AR 710-2,

DA Pam 710-2-1 and DA Pam 710-2-2. Until the above documents are revised, policy interpretation assistance can be obtained from the following Army Staff agencies: ODCSOPS, Force Readiness Division (DAMO-ODR), and ODCSLOG, Materiel and Readiness Division (DALO-SMR). The reporting requirements of DODD 1225.6 will be adhered to when RC equipment is involved.

b. Loans of equipment belonging to the wholesale logistics system are approved as follows:

(1) Major end items may be approved by HQAMC, unless the loan would interfere with issue against DAMPL priorities. In such cases, requests will be forwarded to the ODCSLOG (DALO-SMM) for approval. Concurrence in loan approval by ODCSOPS is required.

(2) Principal medical end items in wholesale level inventories may be approved for loan by the commander, USAMMA unless the loan would at any time interfere with issue against DAMPL priorities. In such cases, requests will be forwarded to Office of The Surgeon General (OTSG) ATTN: DASG-LOZ, 5109 Leesburg Pike, Falls Church, VA 22041-3258 for approval. The OTSG (DASG-LOG) will do any DA staff coordination required. Minor medical materiel in wholesale level inventories may be approved for loan by the commander of USAMMA.

c. The following is provided to clarify loans of equipment belonging to the USAR:

(1) For equipment belonging to the USAR to be loaned to other Government agencies see table 2-1 and DODD 1225.6.

(2) Loans for 1 year or less between USARC MSC will be approved by the proper USARC staff agency. Loans over 1 year in length will be approved by the responsible OCAR and DA staff element.

(3) Loans between the USAR and ARNG for 1 year or less will be approved by the appropriate USARC staff element. Loans for more than 1 year must be approved by the appropriate DA staff elements. In both cases, proper coordination with FORSCOM is required.

2-3. Government furnished equipment (GFE)

The GFE is Army materiel, furnished on a contractual basis when required for performance of a government contract, and where the contract specifies the requirements.

a. Prior to commitment of Army resources as GFE to program managers (PMs), materiel developers and contractors, the responsible PM or individuals acting for the materiel developer must coordinate in advance with the item manager at the managing NICP to ensure higher priority claimants for materiel are not superseded. Records of coordination must be maintained. A simple certification of availability identifying the following items will be provided to the contracting officer who will prepare the contract committing the GFE: item nomenclature, quantity, NSN, condition code, acquisition cost, date of coordination of office symbol, and name and phone number of Army item manager with whom coordination was accomplished.

b. The PMs and individuals acting on behalf of materiel developers are responsible for early identification of additional equipment requirements to satisfy known and projected loan needs in support of training, testing, product improvement, configuration management, and contractual commitments.

(1) Equipment requirements for loans discussed above should be managed under the AMC Interchange/Management Control Activity process, and programmed under Army management program/program objective memorandum (AMP/POM) procedures.

(2) When the procedure described in (1) above is not practical, PMs and materiel developers should program funds for transfer to the item manager(s) for procurement of the required materiel.

2-4. Loans to Federal Departments

Loans to Federal activities outside DOD are usually provided under the provisions of The Economy Act (31 USC 1535). Federal agencies borrowing DOD materiel under this act are responsible for reimbursing DOD for all DOD costs incident to the delivery, return, and repair of the materiel. In accordance with the 'Economy Act',

the borrower shall pay for any part of the estimated or actual costs as determined by the agency or unit filling the order. Approval authority for various categories of equipment are shown below.

a. All non-developmental arms, ammunition, combat/tactical vehicles, vessels, and aircraft are approved by the ASA(I,L&E).

b. Loan requests for other types of major items of equipment from the wholesale logistics system will be approved by HQAMC (AMCLG-SD) if there is no readiness or DAMPL impact. Loan requests that impact readiness or the DAMPL will be approved by HQDA ODCSLOG (DALO-SMM) in concurrence with ODCSOPS.

c. Loans for less than 180 days of Active Army, and ARNG equipment will be approved by the Garrison/Installation/TF Commanders (Active Army), and the State AG (ARNG). The senior logistics staff officer at USARC MSC headquarters will approve loans for USAR equipment.

d. Medical equipment loaned by a U.S. Army Medical Center or medical department activity (MEDCEN/MEDDAC) for a period of less than 180 days is approved by the Garrison/Installation/TF Commander. Medical equipment in the wholesale inventory is approved by the commander of USAMMA. Loans of ARNG medical equipment are approved by the State AG.

e. Medical equipment for retention on loan in excess of 180 days is approved by OTSG (DASG-LOZ).

f. If approval of equipment loans in subparagraphs c and d above would impact DAMPL equipment issues, ODCSLOG (DALO-SMM) approval is required.

2-5. Lease to activities outside the Federal Government

a. Section 2667 of Title 10, USC, authorizes the lease of Army materiel to non-DOD elements or individuals when it is determined that the materiel is not, for the period of the lease, needed for public use; is not excess property; and the lease will promote the national defense or be in the public interest. (See AR 360-61.) Leases to civilian non-Federal law enforcement agencies will be made when they have been determined to be consistent with national security. Army policy is that leases of military equipment will not be made for which a counterpart exists on the commercial market place and is reasonably available for purchase or lease.

b. If leases are approved under this paragraph, they may not be for more than 5 years, unless the SA or his designee (ASA(I,L&E)) or (ASA(RD&A)) determines that leases for a longer period will promote the national defense or be in the public interest. The leases must provide that the lessee will pay a lease fee in the amount that is not less than the fair market value of the lease interest, and maintain, protect, repair, or restore the Government property. However, a waiver of the lease fee may be submitted with the lease request for consideration by the SA or his designee (ASA(I,L&E)) or (ASA(RD&A)). Army policy further requires that a surety bond be posted for all leases in addition to hull or vehicle insurance. Exceptions to this policy will be made on a case-by-case basis. Activities preparing and executing lease agreements will ensure that lease fees are charged according to the terms of 10 USC 2667. Review for specific items cited below is required prior to execution of the lease agreement.

(1) All fielded arms, combat/tactical vehicles, vessels, and aircraft are approved by SA or designee (ASA(I,L&E)). Prototype and developmental equipment in support of defense contractor R&D initiatives and or sales/demonstrations to foreign countries are approved by the (ASA(RD&A)).

(2) Wholesale equipment (other than arms, combat/tactical vehicles, vessels, and aircraft) required for up to 1 year (with no impact on unit readiness or DAMPL sequence) is approved by HQAMC (AMCLG-SD). Leases of equipment involving foreign countries and for demonstrations in support of international or security assistance programs are approved by Office of the Deputy Under Secretary of Defense for International Affairs (DUSA(IA)). Wholesale equipment leases required for longer than 2 years or which impact unit readiness/DAMPL sequence must be approved by ODCSLOG (DALO-SMM).

(3) Lease of Active Army, and State ARNG owned military

equipment (other than arms, combat/tactical vehicles, vessels and aircraft) for less than 180 days is approved by the MACOM/garrison/installation/TF commanders (Active Army equipment), and the State AG (ARNG equipment). The senior logistics staff officer at the USARC MSC headquarters is the approval authority for USAR equipment.

(4) Medical equipment for retention on lease in excess of 180 days is approved by OTSG (DASG-LOZ).

(5) Medical equipment for less than 180 days is approved by the garrison/installation/TF commander, the State AG for ARNG medical equipment, or commander of USAMMA for items from the wholesale logistics systems.

(6) For Military equipment for lease to commercial sources for demonstrations in support of international programs, requests must be submitted to DUSA(IA), ATTN: SAUS-IA-DSA-A, 102 Army Pentagon, WASH DC 20310-0102. Specific approval authorities are listed in table 2-1.

(7) Loan of Government equipment acquired for research and development (AFARS 45.191). Heads of contracting activities may authorize the loan of Government equipment acquired for research and development to a private industrial firm or educational institution for use in privately financed research and development programs, provided that—

(a) The programs are of interest to the Government.

(b) The results of the research will be furnished to the Government without additional cost.

(c) The loan shall be reflected in a written agreement that sets forth the terms of the loan and the benefits to be derived by the Government therefrom.

2-6. Loans for special purpose or with special authority

a. Disaster relief.

(1) In domestic disaster situations, local civil authorities normally must furnish relief from their own resources. If this is not sufficient, and the American National Red Cross (ANRC) has a team at the disaster, requests for further assistance should be made to the ANRC team. If the President has declared a major disaster or emergency, requests should be made to the Federal coordinating officer who is in charge of the Federal response at the disaster area.

(2) The Secretary of Defense has designated the Secretary of the Army as the DOD Executive Agent for military support to civil authorities (MSCA) and military assistance to civil disturbances with the authority to task other Service components to commit DOD resources. The Director of Military Support (DOMS) coordinates domestic disaster relief support operations with FEMA, DOJ, other Federal agencies, and all Services for the DOD Executive Agent.

(3) The Commander-in-Chief Atlantic Command (CINUSACOM) serves as the DOD principal planning agent and operating agent for military support to civil authorities and MACDIS for all DOD components for CONUS, Puerto Rico, and the U.S. Virgin Islands. The Commander-in-Chief U.S. Pacific Command (CINUSPACOM) has the same role for Alaska, Hawaii, and U.S. possessions, territories, and administrative entities within the Pacific Command area of responsibility. These commanders are authorized to task DOD agencies and commands, consistent with defense priorities, to furnish materiel in support of operations when directed by the SA. A Defense Coordinating Officer (DCO) will be appointed by the appropriate command to act as the DOD point of contact with the FEMA Federal coordinating officer when military assistance is required during a Presidential declared disaster or emergency. When a disaster or emergency is of such magnitude, the disaster area may be geographically subdivided and a DCO will then be appointed to assist each Federal coordinating officer. All requests for military assistance will be passed through the Federal coordinating office to the DCO at the disaster area.

(4) The Department of State is responsible for deciding when emergency foreign disaster relief operations will be undertaken. This authority is delegated to Chiefs of Diplomatic Missions for disaster relief operations whose total costs will not exceed \$25,000.

(5) In case of flooding or coastal storm emergencies or other emergencies, major subordinate elements under Chief of Engineers

are authorized to provide flood fighting equipment, and Plant and Prime Power supplies and equipment to state and local civil authorities. Assistance is authorized only when the situation is beyond control of state and local capabilities. Requests may be verbal with the formal request to follow as soon as possible.

b. Civil disturbances. All emergency support to civil disturbances will be approved by the SECDEF. The maintenance of law and order is primarily the responsibility of local and State authorities. The Federal Government can assist local and State authorities by loaning or leasing U.S. Army materiel to Federal, State, and local law enforcement agencies and to the Army National Guard. (For specific guidance, see AR 500-50.)

(1) Requests for loan of Army materiel during or for expected civil disturbances are of three types, with approval authority as follows:

(a) Group One. Personal, arms, ammunition combat/tactical vehicles, vessels, and aircraft. Loans or leases are approved by the ASA(IL&E).

(b) Group Two. Riot control agents, concertina wire, and similar military equipment that is not included in group one. Loans or leases are approved by the ASA(IL&E).

(c) Group Three. Firefighting resources (including operating personnel); protective equipment such as masks and helmets; body armor; other equipment not included in groups one or two such as clothing, communications equipment, and searchlights; and the use of DOD facilities. Such loans or leases are approved by garrison/installation/TF commanders; Commanding General, U.S. Army Military District of Washington; by commanders-in-chief of unified commands outside CONUS as applicable; or by the Directors of Materiel Management, AMC MSCs for materiel belonging to the wholesale logistics system. The State AG is the approving authority for group three equipment issued to the ARNG. For USAR group three equipment, the MUSARC principal logistics staff officer will be the approving authority.

Note. Firefighting equipment will not be used for riot control.

(2) Queries concerning loans or leases in support of civil disturbances will be forwarded to Director of Military Support, ATTN: DAMO-ODS, 500 Army Pentagon, WASH DC 20310-0440.

(3) There is no specific statutory authority to loan or lease equipment for use in civil disturbance situations. Equipment described above may be loaned to Federal agencies under the Economy Act (31 USC 1535). Equipment for non-Federal law enforcement agencies must be leased, which includes requirement for payment of a lease fee, under the leasing statute 10 USC 2667. Waiver of the lease fee may be approved by the (ASA(IL&E)).

c. Terrorism.

(1) The SECDEF is the approval authority for all DOD support related to acts or threats of terrorism.

(2) Existing civil disturbance loan procedures, including categories of equipment, apply to equipment loans to the FBI for combating domestic terrorism. Military resources will be furnished only upon request of the Director of the FBI or the senior FBI official present at the scene of a terrorist incident. It may be difficult in some situations to determine whether a particular incident fits the definition of terrorism. In these cases, commanders authorized to approve loans of resources, as stated in subparagraph (2) below, may accept the judgment of the FBI official making the request, if supported by available facts.

d. Aircraft piracy. Assistance to other federal agencies in the protection of airways is provided through loans under guidance contained in table 2-1. Specific limitations on such support are covered in AR 500-1.

e. Leases to law enforcement agencies. Equipment may be leased to civilian, non-Federal law enforcement agencies for purposes other than civil disturbances. Requests for these leases fall into three separate categories with approval authority as follows:

(1) Any requests to assist law enforcement agencies that will result in a planned event with the potential for confrontation with named individuals/groups or use of lethal force, must be forwarded to the SECDEF for approval.

(2) Arms, combat/tactical vehicles, vessels, and aircraft requests, regardless of duration of requirement, will be submitted to ODCSLOG, ATTN: DALO-SMM, 500 Pentagon, WASH DC 20310-0500, for approval by the (ASA(IL&E)). Ammunition, an expendable item, cannot be leased to non-Federal agencies.

(3) Requests for all other equipment required in excess of 180 days will be submitted to ODCSLOG, ATTN: DALO-SMM, 500 Pentagon, WASH DC 20310-0500 or OTSG, (DASG-LOZ), for medical equipment) for approval.

(4) Requests for all other equipment required for less than 180 days may be approved by the active MACOM installation commander, State AG, Senior logistics staff officer at the USARC headquarters (USAR equipment), the commander of USAMMA for medical equipment, and HQAMC (AMCLG-SD) for equipment belonging to the wholesale logistics system provided DAMPL issues will not be affected. If diversion of DAMPL issue assets is required, the request must be forwarded to HQDA (DALO-SMM) or HQDA (DASG-LOZ) as appropriate.

(5) ODCSOPS is the Army Staff (ARSTAF) proponent for cooperating with civil law enforcement officials. DAMO-ODS is the ARSTAF action office for processing requests for loans of equipment of an immediate operational nature.

(6) ODCSLOG, DALO-SMM is the ARSTAF action office for processing requests for loans of Army equipment of a routine nature.

2-7. Loan or lease agreements

a. Upon approval of a DA Form 4881-6-R (Request and Approval for Loan or Lease and Loan or Lease Agreement) and before shipment or issue of the materiel, the approving authority will direct that a written agreement be completed. In all cases, the statutory basis for the loan or lease will be cited. The approving authority is acting for the DOD on loans to other Federal agencies, and for the United States on leases to civil authorities and special activities. DA Form 4881-6-R will be signed by the appropriate official of the loaning or leasing activity and a property accountable officer of the borrowing activity as the loan requester. When emergency loans or leases have been made as authorized by this regulation, followup action will be taken within 5 days to formalize the action by completing a loan or lease agreement.

b. Loan or lease agreements are mutually developed by the approving authority and the chief of the borrowing activity (or their designees). The agreements identify the responsibilities of all parties and include terms and conditions of the loan or lease. DA Form 4881-R (Agreement for Loan of U.S. Army Materiel), DA Form 4881-1-R (Certificate for Signature by an Alternate), DA Form 4881-2-R (Military Property of the United States-Exhibit 1), DA Form 4881-5-R (Agreement for Lease of U.S. Army Materiel), and DA Form 4881-6-R are located at the back of this regulation and will be locally reproduced on 8 1/2- by 11-inch paper.

c. Loan or lease agreements will be held by the issuing activity until termination and final settlement of each loan or lease.

d. If the loan or lease agreement is signed by someone other than the Accountable Property Officer, then a DA Form 4881-1-R will be completed. It will be attached to the signed (by the borrower) copy of the agreement that is retained by the loaning or leasing activity.

e. When the borrowing agency's authorized representative is transferred, etc., the lending agency must be notified in writing to include the replacement's name, title, and telephone number. In conjunction with paragraph 2-16c, in any case, the borrowing agency remains responsible for the loaned/leased materiel.

2-8. Surety bonds

a. The lessee shall assume the risk of loss or liability for damage to the leased property. That risk shall be covered either by insurance or the posting of a surety bond on the depreciated value of the equipment being leased or, with the approval of the ASA(IL&E) the lessee may be self-insured.

b. Bonds ensure safe return of the borrowed materiel or reimbursement for any loss of, or damage to, the materiel (see para 2-1u

and DA Form 4881-3-R (Surety Bond) and DA Form 4881-4-R (Power of Attorney) which are located in the back of this regulation and may be locally reproduced on 8 1/2- by 11-inch paper.) The bond will consist of—

(1) A properly executed surety bond with a certified bank check, cash, or negotiable U.S. Treasury bonds.

(2) A notice of bond by a reputable bonding company deposited with the leasing accountable property officer for the lease. Bonds will equal the total price of the borrowed items as shown in exhibit I to the lease agreement. A 'double' bond (bond equal to twice the value of the borrowed item(s)) will be required—

(a) For Army materiel loaned to the ANRC for instruction and practice to aid the Army, Navy, or Air Force in time of war (10 USC 2542).

(b) For ordnance and ordnance stores loaned to high schools in the District of Columbia (10 USC 4653).

b. The bond does not have to be posted by the borrowing agency itself. The source of originating agency for the bond is immaterial if the bond is valid. For example, to secure a lease, a State may post bond on behalf of a city, county, or other governmental body or authority within the State.

c. In an emergency, when posting a bond would delay issue of equipment for an urgent lease, the approval authority may approve the issue prior to the posting of the bond. The bond must be posted within 5 days.

d. Bond forfeitures or exceptions to mandatory forfeitures can only be made with the approval of the SA. Forfeitures will be based on actual expense incurred by the Army. Forfeitures do not release the borrowing agency from returning borrowed materiel or affect ownership. Bonds normally are forfeited under the following conditions:

(1) Materiel is not returned at the end of a lease period or when return has been directed by the Army.

(2) The borrowing agent refuses to pay for damages or other Army expenses.

e. Surety bonds will be held by the leasing activity until the lease is ended and final settlement is made. At that time, the bond will be returned to the borrower.

f. If U.S. treasury bonds are posted as surety bond, the borrower must complete a DA Form 4881-4-R. This will enable cashing of the treasury bonds if some forfeiture is required.

2-9. Loan or lease duration

a. Loan or lease periods and extensions are shown in table 2-1.

b. Materiel will be loaned or leased only for the number of days needed for the specific purpose for which borrowed. Loan or lease extensions must be justified. The reasons why other means or other than Army materiel cannot be used must be included. Additionally, the requesting agencies will specifically state what actions have been taken to budget for purchase of their own equipment. Approval of loan extensions will be based on the merit of the reasons given and current Army requirements.

c. If a requirement exists for longer than the normal loan or lease period, the original request must include justification for the entire period. If approved, no additional justification is required during the duration of the agreement.

2-10. Managing the provisions of loan and lease agreements after approval

a. The loaning/leasing command will establish a centralized management office to monitor its loans and leases, and act as a liaison between the lender/lessee and the borrower.

b. Loan and lease agreements will provide for an annual inspection by DA for all assets on loan or lease. Inspections will verify that the equipment is being properly maintained and that no unauthorized modifications have been made.

2-11. Types of DA materiel available for loan or lease

a. Examples of types of items that may be loaned or leased, and examples of the types of organizations that may borrow Army

materiel, are listed in table 2-1. Loans will be executed for nonexpendable items only.

b. Supply Management Army (SMA) Defense Business Operating Fund (DBOF) Managed, non-expendable items from the whole-sale logistics inventory system may be loaned, leased or purchased by the activities specified below for the stated purposes:

(1) DOD funded customers. Items may be loaned to a DOD funded customer for a maximum of 120 days to support: (a) an approved training exercise; (b) military emergency, or (c) natural disaster.

(2) Federal agencies. The DBOF items will not be loaned, but provided to other federal agencies under the Economy Act as a sale based on prior certification of funds, or receipt of monies by the supporting NICP. Agencies desiring to return materiel previously purchased may follow the materiel returns procedures outlined in AR 725-50, chapter 7.

(3) Other Services. Non-expendable DBOF items may be loaned to other services in support of repair/replacement programs on a short term (not to exceed one-year) non-recurring basis.

(4) Civilian law enforcement officials. DBOF items may be loaned to a civilian law enforcement activity for a maximum of 120 days for the purposes prescribed under the policies and procedures in DODD 5525.5.

(5) Other leases. Under the authority of 10 USC 2667, non-excess, non-expendable DBOF, SMA items may be leased to non-DOD/non-Federal activities when the Secretary of the Army or designee (ASA(IL&E)) has determined that the item is not needed for DOD use during the proposed lease period, and the lease will promote the national defense or otherwise be in the public interest.

(6) Commercial contractors. The DBOF items will be provided under the terms of a HQDA (ASAIL&E) approved lease agreement, (subpara b(5) above) purchase arrangement, or as GFE, only if not readily available from other sources. Program Managers must provide GFE funds for transfer to the item manager(s) for procurement of required materiel. Equipment requirements under GFE will be managed under the AMC Management Control Activity (MCA) process and not under the Army's Equipment Loan and Lease Program. All serial numbered equipment will be reported to the Continuing Balance System-Expanded, by actual location, per AR 710-2 and DA Pam 738-750.

c. The DBOF loans shall be approved by HQAMC (AMCLG-SD). Approvals are contingent upon the Army's ability to first satisfy its own operational requirements. DBOF leases will be endorsed by HQAMC and approved by the (ASA(IL&E)). All loan or lease requests shall include a description of the item, price, condition, anticipated return date; and a certification that the loan or lease of the item will not jeopardize the capability to support national defense requirements (DOD Regulation 7000.14-R).

d. The loan or lease recipient shall pay any and all costs associated with the loan or lease. These costs include transportation, packing, crating, handling, delivery and return of the item. At the time of return of the item, the recipient shall be required to pay any costs necessary to restore the item to its original condition or to pay for any item that is loss, or not returned within the approved period of the loan or lease.

Section II

Submission of Requests for Loan or Lease of Army Materiel

2-12. General

a. Loan or lease requests will be expedited according to the situation's urgency. A situation may be so serious that waiting for instructions or approval from higher authority is unwarranted. Commanders will then take action as required to save human life, prevent human suffering, or reduce property damage or destruction. Such emergency actions will be reported at once to higher authority per chapter 6.

b. Requests to the U.S. Army for loan, lease, or extension will be promptly sent by the Army element support that received the request through supply channels (property book and supporting stock record

account) to the action office shown in table 2-1 or as specified in appropriate regulations. All requests for loan of ARNG equipment that require HQDA action/approval will be routed through the NGB.

c. Army activities will assist requesting civil law enforcement officials asking for materiel belonging to another Service. If there are no local activities (for example, Air Force base, Navy installations) in the immediate geographical area, the agency should be given an Air Force or Navy point of contact.

2-13. Procedures for requesting loan or lease of materiel

a. *Army activities.* Loan requests for materiel from an Army activity, as well as extensions that are sent to HQDA ODCSLOG will be submitted on DA Form 4881-6-R. Request will be made through the same channels that are used for ordering authorized equipment/materiel. Requests are to be approved by the equipment manager or installation accountable property officer. The installation accountable property officer will serve as the commander's representative for initiating and consummating loans. DA Form 4881-6-R should be sent through NGB for ARNG equipment; through the appropriate USARC MSC, through the USARC to the OCAR and the DA staff element for USAR equipment; or through the appropriate MACOM to the proper AMC/MS for wholesale materiel, or other source of supply if known. Routine requests for loan or lease of Army materiel will be sent in writing 45 days prior to the date that the materiel is required. The form will include the following:

- (1) Line item number/national stock number (LIN/NSN) and nomenclature of requested item.
- (2) Quantity required.
- (3) Requesting activity (title and unit identification code (UIC)).
- (4) Shipping address including DOD Activity Address Code (DODAAC), or COMSEC account number for COMSEC equipment.
- (5) Justification including statement that loan is to support an approved research and development effort, if applicable. RDTE efforts must specify test schedule, to include any anticipated movement of borrowed materiel.
- (6) Fund citation for transportation, packing, crating, handling, and inspection (not required for COMSEC loans).

(7) For extensions—

- (a) Date of original loan and approving authority.
- (b) Loaning activity.
- (c) Dates of any previous extensions and approval authority.
- (d) Projected replacement plans if required. See DODD 1225.6.

b. *DOD activities.* Requests for materiel from another DOD activity, or an Army activity to other DOD activities, should be submitted to the approval authority (table 2-1) in writing, and must include the following information:

- (1) Requesting activity (full organizational name).
- (2) Name and address of individual who will sign the loan agreement.
- (3) Complete shipping address, including DODAAC, or COMSEC account number, where equipment is to be shipped.
- (4) Complete identification of materiel to include NSN/LIN, as appropriate, and quantity required.
- (5) Detailed justification for loan to include urgency of need.
- (6) Duration of loan.
- (7) Funds to defray transportation and handling including accounting classification code.
- (8) Serviceability requirements.
- (9) Additional instructions for delivery of equipment.

c. *Other federal activities.*

(1) Non-DOD Federal activities will request routine loan of Army materiel 45 days before the materiel is required from the action office listed in table 2-1. Requests will be submitted by letter to include the following:

- (a) Date request is submitted.
- (b) Title of requesting agency and/or person authorized to receive or pick up the borrowed materiel. Be specific; (for example, Special

Agent in Charge John Doe, FBI, Any town, USA telephone number with area code).

(c) Justification for loan to include anticipated use.

(d) Statement that none of the requested materiel is internally available to the requesting activity.

(e) Statement that this support is not reasonably available from local government or commercial sources.

(f) Authority for loan (if known) (for example, public law, US Code, Executive Order). (See table 2-1.)

(g) Positive identification of the type and quantity of items required. If the NSN and nomenclature are not available, identify the items needed by type, model, size, capacity, caliber, and so forth.

(h) Geographic location where the materiel will be located and used.

(i) Proposed duration of the loan.

(j) Statement that the agency has, or will acquire capability to properly operate, maintain, secure, and care for the borrowed materiel.

(k) If firearms are requested, a statement that adequate facilities are available to secure the arms. (See para 4-1d.)

(l) A statement that the borrower hereby assumes all responsibilities, liabilities, and costs related to the movement, use, care, security, loss, damage, maintenance, and repair of the loaned materiel.

(m) A statement that funds are available to cover reimbursable costs.

(n) A statement that the loan agreement prepared by the Army will be signed by the Accountable Property Officer and the 'responsible official' or designee of the borrowing activity.

(o) Name, address, and telephone number of the Accountable Property Officer and/or person who will serve as the point of contact for the requesting agency, authority, or activity.

(p) Complete instructions for delivery of the equipment to ensure that shipping instructions in the request are consistent with the urgency of the situation. State whether a small quantity shipped by air, express, or other fast means will satisfy immediate needs until bulk shipments can arrive. Also state quantity immediately required.

(q) If applicable, the number of persons to be accommodated.

(2) Urgent requests may be made to meet unexpected or actual emergencies. Such requests may be made by telephone or by electrically transmitted message. Include information required by the above paragraphs to the extent possible. The request will be presented to the action office shown in table 2-1. The borrower will then send a complete written request to formalize the emergency request.

d. *Non-federal activities.* Non-Federal activities will send routine requests for lease of Army materiel by letter 45 days before the materiel is required to the nearest Army installation or appropriate office listed in table 2-1; for ARNG equipment, to the state USPF; and for USAR equipment to the Senior Logistics Officer at the supporting USARC MSC headquarters. Requests will include—

(1) Date request is submitted.

(2) Title of requesting agency and/or person authorized to receive or pick up the borrowed materiel. Be specific; (for example, Sheriff, Any County, Any town, USA, telephone number with area code).

(3) Type of lease or loan; (for example, Boy Scout National Jamboree, American Legion Convention, etc. with a short summary of circumstances).

(4) Statement that none of the requested materiel is internally available to the requesting activity.

(5) Statement that this support is not reasonably available from State or local government or commercial sources.

(6) Authority for the lease or loan (if known); (for example, public law, US Code, Executive Order).

(7) Positive identification of the type and quantity of items required. If NSN and nomenclature are not available, identify the items needed by type, model, size, capacity, caliber, serial number, and other visible means of identification.

(8) Geographic location where the materiel will be located and used.

(9) Proposed duration of the lease or loan.

(10) Statement that the borrowing agency has, or will ensure

capability to properly operate, maintain, secure, and care for the borrowed materiel.

(11) If firearms are requested, a statement that adequate facilities are available to secure the arms. (See para 4-1d.)

(12) A statement that the borrowing activity will assume all responsibilities, liabilities, and costs related to the movement, use, care, security, loss, damage, and repair of the loaned or leased materiel.

(13) A statement that funds are available to cover reimbursable costs. Also, a statement that an adequate bond will be furnished, if required.

(14) A statement that the loan or lease agreement prepared by the Army will be signed by the Accountable Property Officer and the 'responsible official' or designee of the borrowing activity.

(15) Name, address, and telephone number of the Accountable Property Officer and the person who will serve as the point of contact for the requesting agency, authority, or activity.

(16) Although materiel is leased in as is, where is condition, arrangements can be made to have materiel shipped provided the recipient pays all costs. In this instance, ensure that the instructions for delivery of the equipment are complete and consistent with the urgency of the situation. State whether a small quantity shipped by air, express, or other fast means will satisfy immediate needs until bulk shipments can arrive. Also state the quantity immediately required.

(17) If applicable, state the number of persons to be accommodated.

2-14. Actions by approving authorities

a. Each level within the approval chain must carefully weigh the impact of diverting equipment from authorized Army claimants before granting approval for loans or leases.

b. Any equipment whose diversion will create an adverse impact on force readiness will be granted only with the concurrence of the appropriate operational element at that level (for example, installation Director of Plans and Training, G-3, DCSOPS).

c. Equipment loaned to Army activities must be carefully reviewed to ensure that the requirements outlined by The Army Authorization Document System (TAADS) are not bypassed using loan procedures. Equipment on loan or lease is not an authorized requirement in the authorized acquisition objective; therefore, the Army cannot procure replacement items to offset the effects of the loan or lease. This results in shortages to authorized claimants.

d. The information below is required for approval decisions at

HQDA level or higher. Since the information must be obtained from the applicable AMC MSC for requests received directly at HQDA, MACOM, and subordinate elements should determine this information and forward it to HQDA with the loan or lease request if received at that level.

(1) Availability of substitute, less critical items to satisfy the requirement.

(2) Asset posture (authorized and on hand) within the wholesale logistics system.

(3) HQAMC/MSR recommendation on source of equipment if the loan or lease is approved.

(4) Alternate source of equipment if recommended source is not selected.

(5) Impact on Army to include payback data if procurement will offset impact prior to loan or lease termination.

e. Notification of approval or disapproval will be provided by the appropriate action office to the requester and appropriate loaning or leasing activity. If approved, the notification will provide the appropriate point of contact within the AMC MSC, medical activity, or other agency for the borrower to contact to consummate the loan or lease agreement.

f. For COMSEC items, approving authorities must obtain National Security Agency approval.

2-15. Actions by loaning or leasing activity

a. An audit trail will be established by all activities who loan or lease equipment. Detailed accounting procedures are provided in chapter 3.

b. Documents establishing the loan or lease agreement to other than Army agencies will contain a 'hold harmless' clause similar to that clause provided in paragraph 4e of DA Form 4881-R.

c. If materiel is not returned at the end of the loan or lease period, the owning activity should correspond directly with the responsible individual who signed the loan or lease agreement. Coordination should be effected with Command Counsel for legal advice as to appropriate action which may be initiated.

d. Failure to return Army materiel upon demand will be cause for the loaning or leasing activity to elevate requests for resolution through the chain of command.

e. Failure to return Army materiel at the end of the loan or lease period can impact approval of future loans/leases to delinquent borrowers.

Table 2-1
Loan or Lease approval authority

Requester	Category of Equipment	Loan Period/Extension	Action Office	Approval Authority
Authorized Recipients (para.2-11)	Wholesale (DBOF) Loans (Non-expendable items)	120 days/none (1 year repair program-other Services)	AMC MSC	HQAMC (AMCLG-SD)
All (Leases)	Prototype/Developmental Major Items	As required	SARD-SA	ASA(RD&A)
Army and other DoD activities (Non-Research, Development, Test & Evaluation (RDT&E))	MACOM owned	1 year/none	Installation	Installation Commander
	ARNG owned	1 year/none	USPFO	State AG
	USAR owned	1 year/none	Installation	USARC MSC
	Prime Power Program	1 year/1 year	HQDA(ZCM)	Asst Ch of Engrs.
	Floating Plant	As negotiated	Water Resource Support Center	Asst Ch of Engrs
	COMSEC	1 year/none	USACCSLA	USACCSLA

Table 2-1
Loan or Lease approval authority—Continued

Requester	Category of Equipment	Loan Period/Extension	Action Office	Approval Authority
	Wholesale Equipment (no Readiness/DAMPL Impact)	1 year/1 year	AMC MSC	HQAMC (AMCLG-SD)
	Wholesale Equipment (Readiness/DAMPL Impact)	1 year/none	AMC MSC	HQDA ODCSLOG (DALO-SMM)
Army RDT&E activities; or Army Procurement Agencies for use by Contractor Personnel or Government Contractor	Wholesale Equipment (no Readiness/DAMPL Impact)	2 years/none	AMC MSC	HQAMC (AMCLG-SD)
	Wholesale Equipment (Readiness/DAMPL Impact)	2 years/none	AMC MSC	HQDA ODCSLOG (DALO-SMM)
	Prime Power Program	1 year/1 year	HQDA (DAEN-ZCM)	Asst Ch of Engrs.
	Floating Plant	As negotiated	Water Resource Support Center	Asst Ch of Engrs.
	COMSEC	2 years/none	USACSLA	USACSLA
Federal Departments and Agencies (non-DOD)	All arms, combat/tactical vehicles, vessels and aircraft (fielded equipment)	As required	HQDA ODCSLOG (DALO-SMM)	ASA(IL&E)
	Prime Power Program	1 year/1 year	HQDA (DAEN-ZCM)	Asst Ch of Engrs.
	Floating Plant	As negotiated	Water Resource Support Center	Asst Ch of Engrs.
	Wholesale Equipment (no Readiness/DAMPL Impact (other than arms, combat/tactical vehicles, vessels and aircraft)	1 year/1 year	AMC MSC	HQAMC (AMCLG-SD)
	Wholesale Equipment (Readiness/DAMPL Impact (other than arms, combat/tactical vehicles, vessels and aircraft)	1 year/none	AMC MSC	HQDA ODCSLOG (DALO-SMM)
	Medical (other than combat/tactical vehicles, vessels and aircraft)	Over 180 days	DASG-LOZ	HQDA (DASG-LOZ)
	Medical (ARNG owned (other than combat/tactical vehicles, vessels and aircraft))	Less than 180 days	USFPO	State AG
	Medical (MACOM owned)(other than combat/tactical vehicles, vessels and aircraft)	Less than 180 days	Commander, MEDCEM/MEDDAC	Installation Commander
	Medical (USAR owned (other than combat/tactical vehicles, vessels and aircraft))	Less than 180 days	Installation	USAR MSC
	Medical (Wholesale owned (other than combat/tactical vehicles, vessels and aircraft)	Less than 180 days	U.S. Army Medical Materiel Agency	Commander, USAMMA

Table 2-1
Loan or Lease approval authority—Continued

Requester	Category of Equipment	Loan Period/Extension	Action Office	Approval Authority
	MACOM owned (other equipment except arms, combat/tactical vehicles, vessels and aircraft)	Less than 180 days	Installation	Installation Commander
	USAR owned (other equipment except arms, combat/tactical vehicles, vessels and aircraft)	Less than 180 days	Installation	USAR MSC
	ARNG owned (other equipment except arms, combat/tactical vehicles, vessels and aircraft)	Less than 180 days	USPFO	State AG
Activities Outside Federal Government:				
State; local government agencies; schools; churches; commercial activities	All arms, combat/tactical vehicles, vessels and aircraft (fielded equipment)	As required	HQDA (DALO-SMM)	ASA(IL&E)
	Medical (other than combat/tactical vehicles, vessels and aircraft)	Over 180 days	HQDA (DASG-LOZ)	HQDA (DASG-LOZ)
	Medical (MACOM owned (except arms, combat/tactical, vehicles, vessels and aircraft))	Less than 180 days	MEDCEN/MEDDAC	Installation Commander
	Medical (wholesale (other than arms, combat/tactical, vehicles, vessels and aircraft))	Less than 180 days	USAMMA	Commander USAMMA
	Other equipment-wholesale (no Readiness/DAMPL Impact (except arms, combat/tactical, vehicles, vessels and aircraft))	1 year/1 year	AMC MSC	HQAMC (AMCLG-SD)
	Other equipment-wholesale (Readiness/DAMPL Impact except arms, combat/tactical, vehicles, vessels and aircraft))	1 year/none	AMC MSC	HQ ODCSLOG (DALO-SMM)
	MACOM owned (except arms, combat/tactical, vehicles, vessels and aircraft)	Less than 180 days	Installation	Installation
	ARNG owned (except arms, combat/tactical, vehicles, vessels and aircraft)	Less than 180 days	USPFO	State AG
	USAR owned (except arms, combat/tactical, vehicles, vessels and aircraft)	Less than 180 days	Installation	USAR MSC
Manufacturers for lease of previously produced materiel for demonstration purposes involving foreign governments.	All equipment (except prototype and nonstandard equipment)	As required	DUSA(IA) (SAUS-IA-DSA-A)	ASA(IL&E)
	All prototype and nonstandard equipment	As required	DUSA(IA) (SAUS-IA-DSA-A)	ASA(RD&A)

Table 2-1
Loan or Lease approval authority—Continued

Requester	Category of Equipment	Loan Period/Extension	Action Office	Approval Authority
Manufacturers for lease of previously produced materiel in support of R&D initiatives within the U.S.	All equipment (except prototype and nonstandard)	As required	HQDA ODCSLOG (DALO-SMM)	ASA(IL&E)
	All prototype and nonstandard equipment	As required	HQDA ODCSLOG (DALO-SMM)	ASA(RD&A)
Department of Agriculture:				
U.S. Forest Service	Protection against wildlife	90 days/90 days	HQDA ODCSOPS (DAMO-ODS)	ASA(I,L&E)
	Avalanche control	As required	HQDA ODCSLOG (DALO-SMM)	ASA(I,L&E)
Animal Disease Eradication Program	All equipment (except arms, combat/tactical, vehicles, vessels and aircraft)	90 days	HQDA ODCSOPS (DAMO-ODS)	Director of Military Support
Department of Justice, FBI				
	Aircraft piracy/all equipment (except arms, combat/tactical, vehicles, vessels and aircraft)	Minimum essential	HQDA ODCSOPS (DAMO-ODS)	DOD General Counsel or designee; in urgent cases, Deputy Director for Operations
Department of Treasury, U.S. Secret Service				
	All equipment (except arms, combat/tactical, vehicles, vessels and aircraft)	Minimum essential	HQDA ODCSOPS (DAMO-ODS)	Executive Secretary of the Department of Defense Military Assistant to the President
Civilian law enforcement:				
Civil disturbances and terrorist activities and planned events with potential for lethal force	All personnel, arms, combat/tactical vehicles, vessels, and aircraft (even if applicable under other categories)	15 days/15 days	HQDA ODCSOPS (DAMO-ODS) through ASA(I,L&E)	SECDEF
	Riot control agents, concertina wire, and other equipment to be employed in control of civil disturbances	15 days/15 days	HQDA ODCSOPS (DAMO-ODS) through ASA(I,L&E)	SECDEF
	Fire Fighting resources and equipment of a protective nature (masks, helmets, body armor, vests) and use of Army facilities	15 days/15 days	Installation	Installation Commander, State AG, Commander MDW/CINC Unified Commands (OCONUS)/HQAMC
Other Law/Drug Enforcement Activities				
	Medical (except combat/tactical, vehicles, vessels and aircraft)	Over 180 days	HQDA (DASG-LOZ)	HQDA (DASG-LOZ)
	Medical (MACOM owned (except combat/tactical, vehicles, vessels and aircraft))	Less than 180 days	Commander (MEDCEN/MEDDAC)	Installation Commander
	Medical (ARNG owned (except, combat/tactical, vehicles, vessels and aircraft))	Less than 180 days	USPFO	State AG

Table 2-1
Loan or Lease approval authority—Continued

Requester	Category of Equipment	Loan Period/Extension	Action Office	Approval Authority
	Medical (USAR owned) (except arms, combat/tactical, vehicles, vessels and aircraft))	Less than 180 days	Installation	USARC MSC
	Medical wholesale (except combat/tactical, vehicles, vessels, aircraft)	Less than 180 days	USAMMA	Commander, USAMMA
	Other Wholesale Equipment (no Readiness/DAMPL Impact (except combat/tactical, vehicles, vessels and aircraft))	1 year/1 year	AMC MSC	HQDA AMC (AMCLG-SD)
	Other Wholesale Equipment (Readiness/DAMPL Impact (except combat/tactical, vehicles, vessels and aircraft))	1 year/none	AMC MSC	HQDA ODCSLOG (DALO-SMM)
	Other Equipment (MACOM owned (except arms, combat/tactical, vehicles, vessels and aircraft))	Less than 180 days	Installation	Installation Commander
	Other Equipment (ARNG owned (except arms combat/tactical, vehicles, vessels and aircraft))	Less than 180 days	USFPO	State AG
	Other Equipment (USAR owned (except arms, combat/tactical, vehicles, vessels and aircraft))	Less than 180 days	Installation	USARC MSC
Federal Law Enforcement Agencies (only)	Ammunition	As required	HQDA ODCSLOG (DALO-SMM/SMA)	ASA(IL&E)
Red Cross (Aid to DOD in time of war)	Administrative and general support	As required	HQDA ODCSLOG (DALO-SMM)	ASA(IL&E)
Foreign Governments	All Equipment (except combat/tactical, vehicles, vessels and aircraft)	As required, not to exceed 5 years	HQDA ODCSLOG (DALO-SAC)	Director, Defense Security Assistance Agency (DSAA)
Youth groups:				
Boy and Girl Scouts of America (world or national jamborees); Civil Air Patrol; Camp Fire Girls, Inc; YMCA; YWCA; Boy's Club of America; Four-H-Clubs; and similar groups	MACOM owned	As required for event	Installation	Installation Commander
	Wholesale	As required for event	AMC MSC	HQAMC
	USAR owned	As required for event	Installation	USARC MSC
	ARNG owned	As required for event	USFPO	State AG
Army Flying Clubs	Aircraft	As negotiated	Installation	ASA(IL&E), CG FORSCOM (CONUS)

Table 2-1
Loan or Lease approval authority—Continued

Requester	Category of Equipment	Loan Period/Extension	Action Office	Approval Authority
Veterans organizations	Convention assistance (furniture)	15 days/15 days	Installation	Installation Commander
	Furniture (MACOM owned)	15 days/15 days	Installation	Installation Commander
	Furniture (ARNG owned)	15 days/15 days	USPFO	State AG
	Burial functions (obsolete rifles)	As required	HQDA ODCSLOG (DALO-SMM)	ASA(I,L&E)
Aid to District of Columbia Government in combating crime	Materiel and supplies	As negotiated	HQDA ODCSOPS (DAMO-ODS)	ASA(I,L&E)
Disaster relief: FEMA	Materiel and supplies	For minimum essential period	HQDA (DAMO-ODS)	ASA(I,L&E)
	For rehabilitation reconstruction (bridges, etc.)	For minimum essential period when requested by FEMA	HQDA ODCSLOG (DALO-SMM)	ASA(I,L&E)
USACE District Commander	Flood fighting equipment and supplies	For minimum essential period	USACE District	
American National Red Cross in support of local civilian Government disaster relief	Materiel and supplies	For minimum essential period	Installation	Installation Commander
	USAR owned (except arms, combat/tactical vehicles, vessels and aircraft)	For minimum essential period	Installation	USARC MSC
	ARNG owned (except arms, combat/tactical vehicles, vessels and aircraft)	For minimum essential period	USPFO	State AG
Environmental Protection Agency and U.S. Coast Guard (oil and petroleum spills)	Materiel, supplies, and equipment	For minimum essential period	HQDA ODCSOPS (DAMO-ODS)	ASA(I,L&E)
Environmental Protection Agency and U.S. Coast Guard	Equipment/supplies (except arms, combat/tactical vehicles, vessels and aircraft)	For minimum essential period	HQDA ODCSOPS (DAMO-ODS)	ASD(P&L)
Foreign Disaster Assistance	Equipment/supplies (except arms, combat/tactical vehicles, vessels and aircraft)	For minimum essential period	Through Department of State to HQDA ODCSOPS (DAMO-ODS)	ASD (International Security Affairs)
Civil Defense	Equipment/supplies (except arms, combat/tactical vehicles, vessels and aircraft)	For minimum essential period	Installation	CG, FORSCOM
Private individuals or activities	Historical properties	As needed for period of lease	HQDA (DAMH-HS)	HQDA (DAMH-ZA)
	Military art	Not to exceed 2 years	HQDA (DAMH-HS)	HQDA (DAMH-ZA)

Table 2-1
Loan or Lease approval authority—Continued

Requester	Category of Equipment	Loan Period/Extension	Action Office	Approval Authority
Community relations and domestic action programs (Youth Conservation Corps)	Equipment for instructional purposes	As negotiated	Installation	Installation Commander
	ARNG owned	As negotiated	USPFO	State AG
	USAR owned	As negotiated	Installation	USARC MSC
Authorized military health care recipients	Military	As required	HQDA (DASG-LOZ)	HQDA (DASG-LOZ)

Chapter 3

Accounting Procedures

3-1. Loan or lease document format

a. When the lending or leasing accountable property officer receives copies of the request, the agreement, the surety bond (if required), and the written loan or lease authorization from the approving authority, the request will be converted to Military Standard Requisitioning and Issue Procedures (MILSTRIP) requisition format DD Form 1348 (DOD Single Line Item Requisition System Document Manual) shown in table 3-1. Exception data such as transportation fund cite and “mark for” information can be inserted into the remarks section (Card Columns 73-80). In emergencies, requests and authorization for loans or leases may be made by telephone. The formal request, agreement, bond, and authorization will follow.

Table 3-1
MILSTRIP requisition format

Card Columns	Code or Data
1-3	'AOE'
4-6	Routing identifier code (lender)
7	Media and status code
8-22	National stock number
23-24	Unit of issue
25-29	Quantity
30-43	Document number
(30-35)	DODAAC of the requisitioner, if applicable, otherwise DODAAC of accountable property officer/ MSC (lender)
(36-39)	Julian date
(40-43)	Serial number
44	'N' for nonrecurring demand
45-50	Supplemental address (loanee DODAAC) for DOD units. For non-DOD activities enter Y00000 destination.
51	'M'
52-53	'G4' for loans to nonresearch and nondevelopment activities. 'G6' for loans to research and development activities.
54-56	Blank.
57-59	Project code if applicable.
60-61	Priority.
62-64	Required delivery date.
65-66	Blank.
67-69	Depot routing identifier code.
70	Purpose code.
71	Condition Code.
72	Management code.
73-80	Blank.

b. Loaned or leased property will be kept on the accountable records of the owning property account. The entry showing the quantities will be supported by DD Form 1348-1 (DOD Single Line Item Release/Receipt Document), and copies of the loan or lease

agreement and surety bond (if required) will be retained. For installations, this should be the consolidated installation property book officer (PBO). A self-addressed envelope and instructions for the receiving official to sign the DD Form 1348-1 will be included with the shipment.

c. Loans and leases will be processed by accountable property book officers according to normal supply procedures, except as modified by this regulation.

d. Accountable property book officers, including the PBO of the borrowing activity and/or the stock record officer (SRO) of the installation supply support activity (SSA), will keep files to provide an audit trail for transactions and a single source of accounting and billing for reimbursement. No separate property book accounts will be set up for these items. Items, with dates shipped, will be identified by use of “loan or lease control numbers” in loan or lease files and in supporting documentation. The files will include as a minimum—

(1) The loan or lease request. If the request was made by telephone (urgent), a copy of the Memorandum for Record prepared to summarize the call will be used.

(2) The approving authorization to make the loan or lease.

(3) The loan or lease agreement.

(4) A copy of the surety bond document (certified check, U.S. Treasury bonds, or adequate bond from a bonding company).

(5) DD Form 1348-1 used for shipping the items and a signed copy verifying receipt.

e. In addition, a master loan or lease register with the control number and shipping document number will be maintained.

f. Loaned COMSEC equipment records are maintained in the Army COMSEC Commodity Logistics Accounting Information Management System (ACCLAIMS) at USACSLA. COMSEC equipment is shipped to Army COMSEC accounts by the Armed Forces Courier Service (ARFCOS). The SF 153 (COMSEC Materiel Reports) is used to ship classified COMSEC equipment; DD Form 1348-1 is used to ship controlled cryptographic items (CCI) to other property accounts, and a signed copy, returned to the shipper, serves as verification of receipt. The CCI must be reported in accordance with AR 710-3.

3-2. Shipment of loaned or leased materiel

a. Army materiel will be shipped only to the accountable PBO authorized to receive and sign for the materiel. To keep the materiel out of unauthorized hands, consignees (receivers) will be advised by the shipping activity of—

(1) The items and quantities to be provided.

(2) The source of supply.

(3) Whether the items are to be picked up or shipped.

(4) Shipments made.

b. All shipments of loaned or leased equipment will be documented on DD Form 1348-1 or SF Form 153. DD Form 1348-1 or SF Form 153 will be generated by the shipping depot where materiel is stored in accordance with AR 725-50 and TB 380-41. They will include required special instructions, (that is, accounting classification or other data for charging transportation costs to borrowers, and serial numbers, if applicable) of items shipped. The receipt

certificate (not applicable to classified COMSEC) shown at figure 3-1, will be typed on two copies of the DD Form 1348-1 and included with the depot shipment. The depot will also include a self-addressed envelope for return of the signed document to the AMC MSC.

'I certify receipt of and assume responsibility for the Army materiel listed on this document. The items were received in good condition except as noted. Serial numbers have been verified (omit if not applicable).'

...(Signature of responsible officer)...

...(Typed name of responsible officer and date)...

Figure 3-1. Sample receipt certificate

c. One copy of each signed DD Form 1348-1, or SF 153 (for classified COMSEC) will be returned to the shipper; one copy of each form will be kept in the borrower's file.

d. The installation or depot transportation officer is responsible for coordinating movement of the items that must be shipped.

e. Shipments, including those to foreign countries, will be made on commercial bills of lading (CBL). Freight charges will be paid by the borrower. The CBL will cite proper project codes. Note: In emergencies where use of CBL would delay shipment, Government bills of lading (GBL) may be used subject to later reimbursement. Shipments to Boy Scout World Jamborees in foreign countries will be by GBL unless otherwise specified by the Boy Scouts.

f. Shipments will be consolidated to the maximum extent possible to obtain the lowest charges available.

g. Separate shipping instructions will be furnished for each recipient, convention, jamboree, and so forth, to ensure correct consignee address.

h. Transportation will be at no expense to the Government. The Defense Transportation Services, Air Mobility Command and Military Traffic Management Command (MTMC) will send all billings for such transportation costs to the Defense Finance and Accounting Service (DFAS). The DFAS will then bill the fiscal station servicing the accountable property office that made the loan. This fiscal station will then bill the borrower for these transportation costs. Army materiel loaned or leased to non-DOD activities is not authorized for overseas movement on a space available basis by Air Mobility Command without their prior approval.

i. Detailed procedures for the shipment, security, accounting, reporting, and loss of CCI are contained in DA Pam 25-380-2.

3-3. Receipt of borrowed property

a. The person authorized to receive the materiel (whether shipped or picked up) will check the quantities received against the quantities shown on the DD Form 1348-1. This person will also verify the condition of the materiel. Any variation in quantity or condition must be resolved at once. If the shortage or damage is not due to a common carrier, the borrower will submit, through the approving official, an SF 364 (Report of Discrepancy (ROD)) per AR 735-11-2. A copy of the ROD will be provided to the loaning official at the NICP in order to expedite resolution.

b. When a DD Form 1348-1 has not been received by the borrower and does not accompany the shipment, an informal report will be made at once to the accountable property officer. The report will include the nomenclature, quantities, condition, and, if applicable, the model numbers and serial number(s) of all materiel received.

c. When shipment has been verified, the borrower (or designee) will enter the quantity received on two copies of the DD Form 1348-1. Serial numbers will also be entered for serial numbered

items. The completed copies of the DD Form 1348-1 will be signed by the authorized person. One copy of the DD Form 1348-1 will be returned to the accountable property officer.

d. If shipments are received damaged or short, take action described in paragraph 3-7.

e. Classified COMSEC equipment is transferred between COMSEC accounts using SF 153. The recipient of the equipment will return the signed SF 153 to the shipper immediately. It is the responsibility of the shipper to follow up with the receiving COMSEC account if 30 days have elapsed from the date of shipment and the signed SF 153 has not been returned. The follow-up may be extended to 45 days when shipment is from CONUS to overseas, overseas to CONUS, or from theater to theater. If the shipper cannot obtain or otherwise resolve confirmation of receipt on the first follow-up, the problem will be referred to USACCSLA, ATTN: SELCL-KP.

3-4. Accounting by borrower and lender

a. *Accounting by borrower.* Army borrowing activities should maintain suspense files that include copies of all documents that authorize the loan of materiel and relate to loan transactions. Such files will assist in returning materiel within the approved loan period. Files should be retained for audit or any other purpose as required. These files may be destroyed after return of the borrowed materiel and final completion of all accounting requirements including reimbursement for Army costs related to the loan. Non-Army borrowers are encouraged to conform to the requirements above. Files, however, may not be destroyed if used as GFE. Contractor property records must be maintained for audit trails.

b. *Accounting by lender.* Upon receipt of the signed copy of DD Form 1348-1 from the authorized borrower, the lending accountable property officer will take action to include the dollar value of the loaned equipment (meeting financial capitalization thresholds) in the quarterly report of personal property end-of-year period balances (by category and dollar amount). This information will be provided to the supporting accounting office and used by the accountant to update general ledger account number 1764, "Equipment on Loan". Once the equipment is returned by the borrower, the lending accountable property officer will report the decrease in the next quarterly financial status report.

3-5. Return of borrowed materiel

a. General.

(1) Borrowed materiel will be returned to the Army in the condition received, less fair wear and tear, unless the terms of agreement specify otherwise.

(2) Property for which repair cost is claimed will be held at the Army depot or installation until final charges are determined and a release is given by respective property officers.

(3) Return of materiel loaned to rifle clubs and schools will conform with chapter 4.

(4) Commodity managers will direct returned materiel to a depot equipped to handle/store the materiel or in which a repair program exists. The materiel will be returned using the NICP assigned loan document number.

b. Accountable property officer actions.

(1) At the end of a loan or lease period, recall, or upon notice by the borrower that the materiel is no longer needed, the accountable property officer will send a letter of instruction to the borrower for return of the materiel. Verify or modify the turn-in instructions provided in the original agreement.

(2) The following procedures will be utilized by accountable property officers to terminate loan or lease agreements.

(a) No specific termination action is required for loans or leases up to 30 days unless the materiel is not returned by the expiration date. In this case, a written termination notice will be sent to the borrower in 30-day intervals at succeeding levels of command until the materiel is returned or other settlement is made.

(b) For loans or leases over 30 days, an expiration warning notice will be sent by the lending activity to the borrower at least 60 days prior to the expiration date. This warning notice will be signed at

the first line supervisory level. At least 30 days after the expiration date, a termination notice will be sent to the borrower, signed by the second line supervisor of the lending activity, if the materiel has not been returned or other settlement made. If the materiel has not been returned or an extension requested 60 days after the expiration date, the loan or lease is considered delinquent. A final termination notice signed at the General Officer/Senior Executive Service (GO-SES) level will be forwarded to the borrower.

(c) When these efforts have been unsuccessful in concluding a loan or lease agreement, assistance will be requested from higher headquarters. If all MACOM echelons are unsuccessful, a full report of all actions and circumstances will be forwarded to HQDA ODCSLOG, ATTN: DALO-SMM, 500 Army Pentagon, WASH DC 20310-0500, with accompanying correspondence.

(3) After receiving inspection reports (subpara c below) and final shipment receipts, the accountable property officer will clear the records.

(4) The accountable property officer will notify the servicing finance and accounting office (FAO) of any reimbursement required.

c. Actions by the receiving installation, depot, or arsenal.

(1) The installation, depot, or arsenal receiving activities will inspect returned materiel.

(a) If the quantity received differs from the quantity shipped, the actual quantity received will be entered on the DD Form 1348-1. A SF 364 will be initiated for quantity variances. Evidence of negligence or willful misconduct will be reported to support report of survey investigation. If the quantity of classified COMSEC equipment received differs from the quantity shipped, the depot will send a corrected SF 153 to the COMSEC account that made the shipment. If the variance cannot be resolved, a report of survey will be initiated.

(b) If the condition of the property differs from that noted on the DD Form 1348-1, the variation will be stated.

(2) Loaned or leased materiel returned in an unserviceable condition will be inspected by qualified technical inspectors at installation level and by quality assurance activities at depots to determine condition code.

(a) If the condition of returned materiel is the same as noted on the receipt document or the prepositioned materiel receipt card, the item will be processed as a normal receipt.

(b) If there is a discrepancy between the actual condition of the item and the assigned condition code on the receipt document, obtain an estimate of repair cost and continue normal receipt documentation processing.

(c) The receiving depot or installation will prepare an inspection and surveillance report on DA Form 3590 (Request for Disposition or Waiver) for each returned item that needs repair. Documentation will also be prepared for shortages and will include the cost of equipment repair or the value of shortage using standard prices. Two copies of each report will be sent to the proper accountable property officer.

3-6. Loan extensions

a. Loan extensions beyond the specified period outlined in chapter 2, table 2-1 may be considered on a case by case basis. The loan program is not intended to support long term recurring requirements. If a loan or lease has been approved or extended for a period longer than 1 year, the correspondence advising the customer of the approval will advise the customer that an annual inventory must be conducted. The borrower must provide a statement of the results of annual inventory with all extension requests to the accountable property officer of the loaning or leasing activity. The AMC MSCs will not consider extension requests without an inventory statement from the borrower.

b. If no discrepancies are noted, the accountable property officer will file the signed annual inventory form in the borrower's memorandum receipt file.

c. If the borrower's annual inventory shows that amounts and kinds of Army materiel for which the borrower is responsible differ

from that actually in his or her possession, the accountable property officer will take the following actions:

(1) For overages, assume accountability for the overages noted on the annual inventory form. Use a copy of the annual inventory form as a debit voucher to the account. No approval of this voucher is needed.

(2) For shortages, act to obtain reimbursement for the value of the missing property or to adjust the discrepancy by report of survey.

3-7. Lost, damaged, or destroyed materiel

a. When materiel is lost or damaged during shipment, DOD and Federal agencies will refer to AR 55-38 for specific instructions. Non-Federal agencies will contact the shipper for guidance.

b. Damage or loss that is the fault of the carrier will be billed to the carrier after reconciliation.

c. Army materiel lost, damaged, or destroyed while in the possession of rifle clubs or schools will be handled as described in chapter 4.

d. Any Army materiel loaned at the request of an FEMA regional director that is not returned according to instructions in this chapter, will be reported to the regional director who will arrange for proper reconciliation and reimbursement.

e. Reports of survey for damaged or lost property will be submitted by borrowing Army units as directed by AR 735-5.

Chapter 4 Loan or Lease of Arms and Accouterments

4-1. General

a. Loan or lease of arms and accouterments requires special processing and handling. Loans or leases to DOD and non-DOD activities will be handled as a normal loan or lease according to instructions in this chapter with the added requirement of maintaining serial number visibility.

b. The Director, ACALA has been designated by AMC to maintain a centralized serial number visibility record for all small arms made for the Army. ACALA (AMSTA-AC-MMDI) maintains accountable property records for loans to organizations such as the DCM and for loans and leases to non-DOD activities such as the FBI, United States Secret Service, and veterans' organizations.

c. Requests for loan or lease of arms that are type classified standard (logistics control code A or B) will be filled with the lowest type classified items available.

d. Borrowers of Army arms will be fully responsible for the care, custody, and proper use of loaned materiel. Physical security measures must be equal to or greater than the minimum requirements in AR 190-11.

e. If borrowed arms are lost, stolen, or unaccounted for, the borrower must inform the lender (accountable property officer), local security office or military police station, the local police, and the FBI within 24 hours after discovery.

f. This regulation does not apply to arms issued to ROTC units under the National Defense Act. (AR 710-2 is applicable.)

4-2. Loans or leases to civilian activities (other than rifle clubs and educational institutions)

a. Arms and accouterments may be loaned by the Army to civilian authorities and to civilian activities as shown below.

(1) For use by Federal agencies or departments in protection of public money and property (10 USC 4655).

(2) Obsolete or condemned rifles (not more than 10), slings, and cartridge belts may be loaned to local units of any national veteran's organization for use by that unit in ceremonies; for example, a funeral for a former member of the Armed Forces. The organization must be recognized by the Veterans Administration (10 USC 4683).

(3) Arms and accouterments loaned to organizations listed in paragraph 4-3a for a period of 1 year or less, will be accounted for by ACALA.

b. Approved requests will be sent to ACALA, Rock Island, IL 61299-7630, for completion of a formal loan agreement and issue of items. (See app B.) Serial number control data will be entered in the DOD Small Arms Serialization Program.

c. Shipments and returns are described in chapter 3 except as follows:

(1) Shipment of arms and ammunition will conform to all security requirements. (See AR 190-11.) The responsible property book officer (borrowing activity) for materiel on loan or lease will request disposition instructions from the accountable property book officer when materiel is no longer needed or at the end of the loan or lease period. Loaned or leased materiel may be withdrawn from the borrowing activity at any time to satisfy military requirements.

(2) The accountable property book officer will—

(a) Issue shipping instructions for the return of property to a designated installation. The letter of instruction will contain a MILSTRIP document number (AR 725-50, table C-4) for each line item scheduled for return to be used for the shipment. The shipper will be directed to cite this document number on the shipping document.

(b) Prepare and submit to the receiving installation a prepositioned materiel receipt card, DD Form 1486 (DOD Materiel Receipt Document) (Document Identifier DWC), as advance notice of the shipment. Exception data will be annotated as follows: 'Return of Loan from Other Government Agency—Report Receipt of Arms and Accouterments Accountable Property Officer, ATTN: AMSTA-MMD.' A copy of the letter of shipping instructions ((a) above) will be enclosed with the prepositioned materiel receipt card for information.

(3) Upon receipt at the receiving installation, property will immediately be inspected. Cost of repairing unserviceable items and cost of replacement, if irreparable, will be determined at time of inspection. The MILSTRIP receipt card will be mailed to the accountable property book officer with estimated cost of repairing damage and detailed materiel condition as exception data.

(4) Upon notification of materiel receipt, the accountable property book officer will clear the loan record with a credit entry verifying return of materiel, and file the receipt document with the other records.

Chapter 5

Reimbursement for Loan or Lease of Army Materiel

5-1. Reimbursement policies and procedures

a. Policies.

(1) DA elements do not program for costs related to loan or lease of Army materiel. Lost, damaged, or destroyed property will be accounted for per AR 735-5.

(2) Loans to non-DOD Federal activities are made on the basis that there will be no extra cost to the Army. Costs that are in addition to normal Army operating expenses (incremental costs) will be reimbursed by the borrower. This provision will be part of the loan agreement.

(3) In cases of aircraft piracy, civil disturbance, disaster relief, or protection of the President or visiting dignitaries, emergency support will not be withheld for lack of a formal reimbursement agreement. In these cases, the supporting Army element will absorb initial costs (within existing fund availability). Reimbursement for other than United States Secret Service costs for protection of the President will be coordinated later.

(4) Leases made under 10 USC 2667 will require that the borrower pay a lease fee in the amount that is not less than the fair market value of the lease interest in addition to paying all incremental costs discussed in (2) above. The lease fee will be determined on the basis of prevailing commercial rates, computed in accordance with DODI 7230.7, and by sound commercial accounting practices including a return on capital investment and administrative cost as well as depreciation. Leases made under this section will include a

provision establishing the rental cost of the materiel and method of payment. An administrative fee of \$300 will be charged for the preparation of a lease, and \$300 will also be assessed for the renewal of a lease when the original lease is less than 5 years.

(5) Support to the United States Secret Service will be on a reimbursable basis except for costs directly related to protection of the President or Vice President or line of succession. Requests for reimbursement for all other support for United States Secret Service will be per AR 37-1.

(6) The cost of emergency support will be billed directly to the recipient.

(7) User charges will conform to AR 37-60, DODI 7230.7, and this chapter.

(8) User charges for other than civilian law enforcement actions may be waived or reduced when:

(a) The recipient of the benefits is engaged in nonprofit activity designed for the public safety, health, or welfare.

(b) Payment of the full fee by a state, local government, or nonprofit group would not be in the interest of the program.

(c) Furnishing of the service without charge is an appropriate courtesy to a foreign country or international organization, or comparable fees are set on a reciprocal basis with a foreign country.

(d) The incremental cost of collecting the fees would be an unduly large part of the receipts from the activity.

(9) The Army must be reimbursed for equipment damaged or destroyed by the borrowing agency (regardless of cost) prior to committing a replacement item to the borrower (Federal) or the lessee (non-Federal).

b. Procedures.

(1) The Army accountable property officer handling the loan or lease of Defense Logistics Agency (DLA) SMA, DBOF items from an Army activity will coordinate DLA billings and borrower reimbursement to ensure that Army incremental costs are reimbursed. Requests for loan or lease of DLA-owned and stored materiel should be submitted directly to Director, Defense Logistics Agency, ATTN: DLA-MMS, 8725 John J. Kingman Road, Suite 2533, Fort Belvoir, VA 22060-6221, telephone commercial: (703) 767-2600, DSN: 427-2600.

(2) Installation financial accounting for 'accounts receivable or payable (bonds)' will conform to AR 37-1.

(3) The FAO supporting the supplying accountable property officer will record all charges, including accounts receivable of DBOF offices (or branch offices), in separate ledger accounts for each borrower.

(4) Charges and collections recorded in each loan or lease account will be reported per Army regulations and directives prescribing the reporting of the fund status in any current fiscal year.

(5) Billing will be initiated on SF 1080 (Voucher for Transfer Between Appropriations and/or Funds), and sent to the borrower within 45 days of turn-in of materiel and loan or lease termination. For loans of arms and accouterments and issue of ammunition per 10 USC 4655, the SF 1080 will be annotated to show that collections are to reimburse DA appropriations.

(6) Special appropriations established to support disaster relief will be used promptly by Army commanders concerned to ensure that all direct expenses are charged to the special appropriation. Exclude those charges subject to reimbursement by the ANRC. The ANRC reimburses the Army for supplies, materiel, and services for which they are responsible in the disaster area.

5-2. Reimbursable costs

Unless specifically stated, borrowing agencies, authorities, and activities will reimburse the Army for all costs related to loan or lease of Army materiel to include but not limited to the following:

a. Any overtime pay and pay of additional civilian personnel required to accompany, operate, maintain, or safeguard borrowed equipment.

b. Travel and per diem expenses of Army personnel (military and civilian).

c. Packing, crating, handling, and shipping from supply source to destination and return. This includes port loading and off loading.

- d. All transportation including return for repair or renovation.
- e. Hourly rate for the use of Army aircraft.
- f. Petroleum, oils, and lubricants (including aviation fuel).
- g. The cost of materiel lost, destroyed, or damaged beyond economical repair except for Army aircraft, motor vehicles, or motor craft used in connection with law enforcement efforts involving aircraft piracy.
- h. Utilities (gas, water, heat, and electricity). Charges will be based on meter readings or other fair method.
- i. Any modification or rehabilitation of Army real property that affects its future use by DA. In such cases the borrower will also bear the cost of restoring the facility to its original form.
- j. Overhaul of returned materiel. Renovation and repair will conform to agreement between the Army and the borrower. (See para 5-5a.) A 25 percent (value of loan/lease) nonrefundable deposit will be submitted to ATCOM for all petroleum and water equipment so as to allow for refurbishment of materiel at end of loan period.
- k. Repair parts used in maintenance or renovation.
- l. Price decline of borrowed stock fund materiel at which returned property can be sold.
- m. Issue and turn-in inspection labor costs.
- n. Reimburse shipping, receiving, and materiel release order (MRO) handling and inventory changes associated with loan.
- o. Charges for the use of Army motor vehicles and water craft except POL and per diem costs.
- p. The use of real property.

5-3. Nonreimbursable costs

The following costs are normal operating expenses of the Army for which no reimbursement is required:

- a. Regular pay and allowances of Army military or civilian personnel (except travel and per diem costs).
- b. Administrative overhead costs.
- c. Annual and sick leave, retirement, and other military or civilian benefits except as provided in certain cases.
- d. Telephone, telegram, or other electronic means used to requisition items, replenish depot stocks, or coordinate the loan.
- e. Borrowers will not be billed for damage to or excessive wear of returned equipment if the equipment will not be repaired due to the lack of a proposed or established repair/overhaul program.

5-4. Funding records

- a. Records of all costs (other than normal operating expenses), related to loans or leases of Army materiel, will be kept at the accountable property officer level by the supporting FAO. This will be done within existing Army financial accounting systems.
- b. Separate subsidiary general ledger accounts and/or files of documents showing the total value of all issues and materiel returned for credit, and supporting documentation will be set up by the FAO. The accounts will be kept current for each transaction so reports may be made as prescribed; and that accounts receivable can be processed for billing and collection action.

5-5. Determination of charges and settlement

- a. Returned materiel will be promptly classified by a qualified inspector with action as follows:
 - (1) Materiel classified as unserviceable, uneconomically repairable will be billed at replacement cost minus depreciation.
 - (2) Materiel classified as unserviceable, economically repairable will be billed for reduced utility (if appropriate) as well as for overhaul costs.
 - (3) The depreciation of returned materiel will be determined by technical inspectors per AR 735-5. When qualified inspectors are not available, returned property will be received with 'condition' shown as 'subject to final classification by DA.' Accountable property officers will complete classification promptly so charges and billing can be made within 30 days of return of materiel.
 - (4) Determination of loss or damage due to negligence, willful misconduct, or theft will be reported immediately to the appropriate accountable property officer.

- b. All returned property that needs repair will be examined by a technical inspector to determine cost of repair. Then the accountable property officer will prepare a property transaction record with supporting documents. These records will be sent to the proper MACOM commander or unified command commander in chief (CINC), for final review. They will include—

- (1) A statement on the transaction record identifying the financial account to which the reimbursement money is to be deposited.
- (2) A statement on the transaction record (if appropriate) as follows: 'The losses and/or damages shown on the Property Transaction Record in the amount of \$— represent the total claim by the U.S. Army for property loaned or leased to —. Upon settlement and deposit to the proper account, lender releases lessee from further obligations.'
- (3) A description of the type and degree of repair (separate addendum).
- c. After final review, the servicing FAO will be notified via an approved list of charges of the existence of the receivable. The property will be released for repair and return to stock.
- d. The FAO will send a letter to the borrower requesting payment (payable to the Treasurer of the United States). Upon payment, collection documents will be prepared and fiscal accounts credited. The MACOM or unified command Surgeon will ensure the stock fund is reimbursed for expendable medical supply losses reported.
- e. The FAO will advise the appropriate accountable property officer that settlement has been made. Property transaction records will be closed.

- f. The approving authority will then return the bond to the borrower.

- g. The value of supplies and equipment returned to the Army will be credited to the account originally debited at the time of issue. The FEMA regional directors may find that it is not in the public interest to return borrowed materiel that has not been consumed, lost, or damaged. They will negotiate with the continental United States (CONUS) Army concerned for proper reimbursement for the borrowed materiel not returned.

5-6. Delinquent and uncollectable accounts

- a. In cases of unsatisfactory settlement, bond proceeds will be used to satisfy the claim.
- b. If this does not settle the account and further collection efforts are unsuccessful then receivables will be referred to the Defense Finance and Accounting Service (DFAS) per AR 37-1. The accountable property officer will notify ODCSLOG, ATTN: DALO-SMM, that the account has been referred to DFAS. USFPOs will notify HQDA of delinquent account transfers through NGB, ATTN: ARL-S.
- c. Appropriations available to the accountable property officer will reimburse the applicable business area within the DBOF. Any later reimbursements received will be credited to the appropriation from which payment was made.
- d. On receipt of the accounts in b above, DFAS will take appropriate action under their normal operating procedures. All further collection action will be the responsibility of DFAS. If further collection action fails, these accounts will be referred to the Justice Department.

Chapter 6 Reports

6-1. General

Reports of Army materiel loaned or leased to non-DOD activities will be forwarded as described in this chapter.

6-2. Aircraft piracy

- a. Commands and agencies providing support for incidents involving aircraft piracy will initially report through command channels by telephone to ODCSOPS, ATTN: DAMO-ODS (app B). Confirmation will be made by electronically transmitted message to

ODCSOPS, ATTN: DAMO-ODS. These reports are exempt from reports control under AR 335-15. Initial reports will include all available details. The following is a guide for content of reports:

- (1) Supporting unit or agency.
 - (2) Home station of supporting unit or agency.
 - (3) Support provided and duration of requirement.
 - (4) Changes, if any, in support requested or duration of requirement as made by the Federal civil official in charge.
 - (5) Additional remarks.
- b. A final report noting termination of support will be made.

6-3. Civil disturbances

a. Approving authorities, other than the SA, will prepare reports (RCS DD-A(AR)1112) on all requests for loan of Army materiel to support civil disturbances. The reports will be sent within 2 work days after receipt of the request. They will be prepared in the format shown in AR 500-50. They will also serve as 'the request' when no other written request is available.

b. The reports will be sent through command channels to ODCSOPS, ATTN: DAMO-ODS, 400 Army Pentagon, WASH DC 20310-0400 or by electronic mail at doms@coe-emis.c2 del-disa.mil. When reports are received from unified or specified commands, ODCSOPS will send an information copy to the Joint Chiefs of Staff, National Military Command Center.

c. The SA will send information copies of civil disorder reports to the DOD General Counsel and the U.S. Deputy Attorney General.

d. Reports of civil disturbance operation costs (RCS DD-A(AR)1112) also will be prepared as shown in AR 500-50.

6-4. Disaster assistance

When Army materiel is loaned, or when the ARNG is federalized in support of disaster assistance, CONUS Army commanders and unified command CINCs will send reports as follows:

a. *Initial reports.* Initial reports will be made by telephone to the CG, FORSCOM (DSN 588-3912), who will, in turn, telephone the report to the Military Support Division, ODCSOPS, (DSN 225-2003 or 7045). This will be followed within 12 hours by a Tempest Rapid Report (RCS DD-A(AR)1114) in message form and sent electronically. The message report will be prepared per AR 500-60.

b. *Daily message reports.* Daily Tempest Rapid Reports of Army materiel loaned to support disaster relief will also be sent by electronically transmitted message. The reports will cover the 24-hour period from 0601Z to 0600Z. The reports must arrive at ODCSOPS, ATTN: DAMO-ODS, HQDA (DACS) 200 Army Pentagon, WASH DC, 20310-0200, and FORSCOM, ATTN: AFOP-COF, by 1100Z the same day. Daily reports will be sent per the format in AR 500-60 except that Part III may be omitted. Also, 'no change reports' may be made by telephone. On the day that the last daily message report is issued, include the words 'FINAL DAILY REPORT' in the subject line of the message.

c. *Final reports.* In addition to the final Tempest Rapid Report, a final report on military assistance provided will be sent within 90 working days of termination of disaster assistance. The CONUS Army Commander will send the report by first class mail through the CG, FORSCOM to ODCSOPS, ATTN: DAMO-ODS. The final report will include—

- (1) An historic account of the disaster.
- (2) Cumulative totals of support given.
- (3) A statement of accomplishments.
- (4) Actual or estimated expenses excluding costs incurred by the Corps of Engineers under PL 84-99. Costs will be reported by Service, by appropriation, using three columns to identify normal costs, incremental costs, and total costs.
- (5) The status of reimbursements requested from borrowing Federal agencies, and civilian authorities and activities. If reimbursement has not been completed by the date of the final report, a separate cost report will be sent upon final reimbursement payment.
- (6) Lessons learned.

d. *Information copies.* Information copies of all reports will be sent to the proper FEMA Office.

e. *Additional information.* Additional information may be needed by Federal officials. Normally, such requests will be telephoned by ODCSOPS, ATTN: DAMO-ODS to the CG, FORSCOM.

f. *Pollution spills.* The CG, FORSCOM will report committal of Army resources to ODCSOPS, ATTN: DAMO-ODS by the fastest means. Daily and final Tempest Rapid Reports will be sent with 'not applicable' shown in paragraphs 8, 9, and 10 of the report.

6-5. Loans to civilian law enforcement officials (RCS DD-M(Q)1595)

Active installations, MACOMs (including MUSARCs) and Army Staff agencies are required to submit a quarterly report of assistance requested by civilian law enforcement officials. This data will be consolidated by MACOM and submitted as required by AR 500-51.

6-6. United States Secret Service

Army commands and agencies providing materiel support (routine or urgent) to the United States Secret Service will report at once any significant problems or deviation from approved procedures. Reports will be telephoned through command channels to ODCSOPS, ATTN: DAMO-ODS, 400 Army Pentagon, WASH DC 20310-0400.

6-7. Other reports

Active Army and USAR accountable property book officers will make semiannual reports on loans or leases that have expired and for which the materiel has not been returned. The reports will be prepared as of the last day of June and December. They will be sent by the 15th day of the following month. These reports will include a narrative on the circumstances, a copy of the loan or lease agreement, and the steps taken to resolve the issue. Reports will be forwarded through command channels to ODCSLOG, ATTN: DALO-SMM, 500 Army Pentagon, WASH DC 20310-0500. Negative reports are not required.

a. The AMC MSCs will develop and provide to HQAMC the following quarterly loan/lease reports for wholesale equipment:

(1) Quarterly Equipment Loan/Lease Report. Summary of all active loans/leases.

(2) Quarterly Delinquent Loan/Lease Report. Summary of all delinquent loans/leases.

(3) Quarterly Counterdrug (Loan/Lease/1208 Transfer) Report. Summary loans, leases and 1208 transfers in support of federal, state, or local drug law enforcement agencies (DLEA).

b. The reports will be prepared as of the last day of the quarter and sent to HQAMC (AMCLG-SD) for submission to ODCSLOG, ATTN: DALO-SMM, no later than the 15th day of the following month.

Appendix A References

Section I Required Publications

AFARS

Army Federal Acquisition Regulation Supplement. (Cited in para 2-5).

AR 37-1

Army Accounting and Fund Control. (Cited in para 5-1.)

AR 37-60

Pricing for Materiel and Services. (Cited in para 5-1.)

AR 71-13

The Department of the Army Equipment Authorization and Usage Program. (Cited in para 2-2.)

AR 190-11

Physical Security of Arms, Ammunition, and Explosives. (Cited

AR 220-1

Unit Status Reporting. (Cited in para 2-2.)

AR 335-15

Management Information Control System. (Cited in para 6-2.)

AR 360-61

Community Relations. (Cited in para 2-5, and the glossary.)

AR 385-40

Accident Reporting and Records. (Cited in DA Form 4881-R.)

AR 500-1

Aircraft Piracy Emergencies. (Cited in para 2-6.)

AR 500-50

Civil Disturbances. (Cited in paras 2-6 and 6-3.)

AR 500-51

Support to Civilian Law Enforcement Officials. (Cited in para 6-5.)

AR 500-60

Disaster Relief. (Cited in paras 2-6, 2-7, and 6-4.)

AR 700-128

Prime Power Program. (Cited in para 2-1.)

AR 710-1

Centralized Inventory Management of the Army Supply System. (Cited in para 2-2.)

AR 710-2

Supply Policy Below the Wholesale Level. (Cited in paras 2-10b, and 4-1.)

AR 710-3

Asset and Transaction Reporting System. (Cited in para 3-1.)

AR 725-50

Requisitioning, Receipt, and Issue System. (Cited in para 2-1 and DA Form 4881-R.)

AR 735-5

Policies and Procedures for Property Accountability. (Cited in paras 3-7, 5-1, and 5-5.)

AR 735-11-2

Reporting of Item and Packaging Discrepancies. (Cited in para 3-3.)

AR 870-20

Museums and Historical Artifacts. (Cited in para 2-1.)

DA Pam 25-30

Consolidated Index of Army Publications and Blank Forms

DA Pam 710-2-1

Using Unit Supply System Manual Procedures. (Cited in para 2-2.)

DA Pam 710-2-2

Supply Support Activity Supply System Manual Procedures. (Cited in para 2-2.)

DA Pam 738-750

Functional Users Manual for the Army Maintenance Management System (TAMMS). (Cited in para 2-10b.)

FAR

Federal Acquisition Regulation. (Cited in table 2-2.)

TB 380-41

Procedures for Safeguarding, Accounting and Supply Control of COMSEC Materiel. (Cited in para 3-3e.)

Section II

Related Publications

A related publication is merely a source of additional information. The user does not have to read it to understand this regulation.

AR 1-4

Employment of DA Resources in Support of the U.S. Secret Service.

AR 12-1

Security Assistance—Policy, Objectives and Responsibilities.

AR 12-8

Security Assistance Operations and Procedures. Administration (OP/GSA) Regional Field Boards in Crisis Management Operations.

AR 37-44

Accounting Procedures for Guaranteed Loans.

AR 40-61

Medical Logistics Policies and Procedures.

AR 55-38

Reporting of Transportation Discrepancies in Shipments.

AR 58-1

Management, Acquisition and Use of Administrative Use Motor Vehicles.

AR 130-400

Logistical Policies for Support.

AR 215-1

Administration of Army Morale, Welfare, and Recreation Activities and Nonappropriated Fund Instrumentalities.

AR 500-2

Search and Rescue (SAR) Operations.

AR 500-70

Military Support of Civil Defense.

AR 525-90

Wartime Search and Rescue (SAR) Procedures.

AR 700-43

Management of Defense-Owned Industrial Plant Equipment.

AR 700-49

Loan of DLA Stock Fund Materiel.

AR 700-83

Army Support of United Seamen's Service.

AR 700-90

Army Industrial Preparedness Program.

AR 710-1

Centralized Inventory Management of the Army Supply System.

AR 725-1

Special Authorization and Procedures for Issues, Sales, and Loans.

AR 870-15

Army Art Collection Program.

AR 920-20

Civilian Marksmanship Promotion of Practices with Rifled Arms.

AR 930-5

American National Red Cross Service Program and Army Utilization.

DA Pam 25-380-2

Security Procedures for Controlled Cryptographic Items (CCI)

DOD 5105.38M

Security Assistance Management Manual.

DOD 7000.14-R

Financial Management Regulation, Reimbursable Operations, Policy and Procedures—Defense Business Operations Fund.

DODD 1225.6

Equipping the Reserve Forces.

DODD 3025.1

Military Support to Civil Authorities (MSCA).

DODD 5525.5

DOD Cooperation with Civilian Law Enforcement Officials.

DODI 5410.16

DOD Assistance to Non-Government, Entertainment-Oriented Motion Picture, Television, and Video Productions.

DODI 7230.7

User Charges.

DODD 7230.8

Leases and Demonstrations of DOD Equipment.

Section III**Prescribed Forms****DA Form 4881-R**

Agreement for Loan of U.S. Army Materiel. (Prescribed in para 2-7b.)

DA Form 4881-1-R

Certificate for Signature by an Alternate. (Prescribed in para 2-7b.)

DA Form 4881-2-R

Military Property of the United States—Exhibit 1. (Prescribed in para 2-7b.)

DA Form 4881-3-R

Surety Bond. (Prescribed in para 2-8a.)

DA Form 4881-4-R

Power of Attorney. (Prescribed in para 2-8a.)

DA Form 4881-5-R

Agreement for Lease of U.S. Army Materiel. (Prescribed in para 2-7b.)

DA Form 4881-6-R

Request and Approval for Loan or Lease and Loan or Lease Agreement. (Prescribed in paras 2-7a and 2-12.)

Section IV**Referenced Forms****DA Form 1273-R**

Requisition for Articles Authorized for Issue to Civilian Rifle Clubs.

DA Form 1277

Annual Statistical Report of Civilian Rifle Club.

DA Form 3590

Request for Disposition or Waiver.

DA Form 4610-R

Equipment Changes in MTOE/TDA.

DD Form 1144

Supply Support Agreement

DD Form 1348

Military Standard Requisitioning and Issue Procedures (MILSTRIP)

DD Form 1348-1

DOD Single Line Item Release/Receipt Document.

DD Form 1486

DOD Materiel Receipt Document.

OSA Form 119

Roster of Club Members.

SF 153

COMSEC Materiel Report.

SF 364

Report of Discrepancy.

SF 1080

Voucher for Transfer Between Appropriations and/or Funds.

Appendix B**Approving Authority Action Office Addresses/Telephone Numbers*****Section I****HQDA, MACOM, CONUS Armies, and Major Subordinate Commands**

Required mailing addresses:

Assistant Secretary Army Installations Logistics Environment

110 Army Pentagon

ATTN: ASA (I,L&E)

WASH DC 20310-0110

Telephone: DSN 227-5727; COM (703) 697-5727

Assistant Secretary Army Research Development Acquisition

103 Army Pentagon
ATTN: ASA (RD&A)
WASH DC 20310-0103
Telephone: DSN 227-4310; COM (703) 697-4310

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-SMM)
WASH DC 20310-0500
Telephone: DSN 224-7051/7053; COM (703) 614-7051/7053

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-SAA
WASH DC 20310-0500
Telephone: DSN 224-3762; COM (703) 614-3762

ODCSLOG Commodity Offices
Required mailing addresses:

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-SMA
Ammunition and Chemical Equipment
WASH DC 20310-0500
Telephone: DSN 224-3243; COM (703) 614-3243

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-SMV
Aviation Items
WASH DC 20310-0500
Telephone: DSN 227-0487; COM (703) 697-0487

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-SMR
Communications/Electronic Equipment
WASH DC 20310-0500
Telephone: DSN 225-3280; COM (703) 695-3280

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-SMR
Tank-Automotive Equipment
WASH DC 20310-0500
Telephone: DSN 225-2461; COM (703) 695-2461

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-SMA
Missile/Weapons
WASH DC 20310-0500
Telephone: DSN 224-0538; COM (703) 694-0538

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-TST
Troop Support Equipment (less nontactical vehicles, watercraft)
WASH DC 20310-0500
Telephone: DSN 224-7345; COM (703) 614-7345

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-TSM

Troop Support Equipment (watercraft)
WASH DC 20310-0500
Telephone: DSN 224-4128; COM (703) 614-4128

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-TST
Organizational Clothing and Individual Equipment
(OCIE) (CTA 50-900)
WASH DC 20310-0500
Telephone: DSN 225-2711; COM (703) 695-2711

Deputy Chief of Staff Logistics
500 Army Pentagon
ATTN: DALO-SMW
War Reserve Division
WASH DC 20310-0500
Telephone: DSN 224-5010; COM (703) 695-5010

Deputy Chief of Staff Operations and Plans
400 Army Pentagon
ATTN: DAMO-ODS
WASH DC 20310-0440
Telephone: DSN 225-2003; COM (703) 695-2003

The Surgeon General
ATTN: DASG-LOZ
5109 Leesburg Pike
Falls Church, VA 22041-3258
Telephone: DSN 227-8286; COM (202) 697-8286

Civilian Employees Health Service
ATTN: DAMH-HS
WASH DC 20314
Telephone: DSN 285-5412; COM (202) 504-5412

Director, Defense Security Assistance Agency
Crystal Gateway North
1111 Jefferson Davis Highway
Suite 303 East Tower
Arlington, VA 22202
Telephone: DSN 664-6633; COM (703) 604-6633

Deputy Under Secretary of the Army for International Affairs
102 Army Pentagon
ATTN: SAUS-IA-DSA-A
WASH DC 20310-0102
Telephone: DSN 224-3762; COM (703) 614-3762

Commander
Second U.S. Army
Fort Gillem, GA 30050-7000
Telephone: COM (404) 362-7793

Commander
Fifth U.S. Army
Fort Sam Houston, TX 78234
Telephone: DSN 471-2009; COM (512) 221-2009

Commander
Armament, and Chemical, Acquisition, and Logistics, Activity
ATTN: AMSTA-AC-MCI-CL/AMSTA-AV-MCI&
Rock Island, IL 61299-7630
Telephone: DSN 793-6775

Commander
U.S. Army Aviation and Troop Command
ATTN: AMSAT-I-SDI (Loan Unit)
4300 Goodfellow Boulevard
St. Louis, MO 63120-1798
Telephone: DSN 693-5713/5707; FAX 693-5769

Commander
U.S. Army Communications-Electronics Command
ATTN: AMSEL-LC-MMD (loans) or
ATTN: AMSEL-LC-MMD-IB (extensions)
Fort Monmouth, NJ 07703-5000
Telephone: DSN 992-1501/2529

Commander
U.S. Army Communications-Electronics Command
Communications Security Logistics Activity
ATTN: SELCL
Fort Huachuca, AZ 86513-7090

Commander in Chief
U.S. Army, Europe and Seventh Army
Office of the Deputy Chief of Staff, Logistics (AEAG-SM)
APO New York 09403
Telephone: DSN 370-6249; HDE MIL 2121-6249

Commander
U.S. Army Forces Command
ATTN: FCJ4-POO
Fort McPherson, GA 30330-6000
Telephone: DSN 367-6141; COM (404) 669-6141

Commander
U.S. Army Medical Command
Fort Sam Houston, TX 78234
Telephone: DSN 471–6440

Commander
U.S. Army Information Systems Command
ATTN: ASLO-LD-B
Fort Huachuca, AZ 85613-5000

Commander
U.S. Army Materiel Command
ATTN: AMCLG-SD
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Telephone: DSN 767-9057; COM 703 617‐9057

Commander
U.S. Army Medical Materiel Agency
Frederick, MD 21701

Commander
U.S. Army Military District of Washington
Fort Leslie J. McNair
Washington, DC 20319

Commander
U.S. Army Missile Command
ATTN: AMSMI-MMC-LS-MDI
Redstone Arsenal, AL 35809-5239
Telephone: DSN 788-0170/2631

Commander

U.S. Army, Pacific
ATTN: APLG-MM
Fort Shafter, HI 96858-5100
Telephone: COM (808) 438-8627

Commander
U.S. Army Security Assistance Command
ATTN: AMSAC
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Telephone: DSN 284-9638; COM (703) 274-9638

Commander
U.S. Army Tank-Automotive and Armaments Command
ATTN: AMSTA-IM-FI
Warren, MI 48397-5000
Telephone: DSN 786-5455/5203

Commander
U.S. Army Test and Evaluation Command
Aberdeen Proving Ground, MD 21005-5055

Commander
U.S. Army Training and Doctrine Command
Fort Monroe, VA 23651
Telephone: DSN 680-3007; COM (804) 727-3007

Section II

U.S. Air Force and U.S. Navy Activities

Required mailing addresses:

Department of the Air Force
ATTN: LOLSM-AFAA
Wright Patterson AFB, OH 45433
Telephone: DSN 787-5429

Chief of Naval Operations
Navy Dept-Duty Captain
WASH DC 20310
Telephone: DSN 225-0237

Section III

NGB Offices (NGB-XXX)

Support to drug enforcement operations

Director
Counterdrug Task Force
ATTN: NGB-CD
WASH DC 20310-2500
Telephone: DSN 225-0396; COM (703) 695-0396

a. All emergency requests; law/drug enforcement, civil disturbances, terrorism, disaster relief, and environmental protection. Required mailing addresses:

Chief
Military Support Operations Branch
ATTN: NGB-ARO-OMS
111 South George Mason Drive
Arlington, VA 22204-1382
Telephone: DSN 607-7352; COM (703) 692-2602
b. Aviation. Required mailing addresses:

Director

Aviation and Safety Directorate
ATTN: NGB-AVN
111 South George Mason Drive
Arlington, VA 22204-1382
Telephone: DSN 607-7700; COM (410) 671-8144

c. Community relations; domestic action programs. Required mailing addresses:

Chief, Public Affairs
ATTN: NGB-PA
111 South George Mason Drive
Arlington, VA 22204-1382
Telephone: DSN 607-7055; COM (703) 695-0421

d. All others. Required mailing addresses:

Director, Army Logistics
ATTN: NGB-ARL-SM
111 South George Mason Drive
Arlington, VA 22204-1382
Telephone: DSN 607-7400; COM (703) 695-4481

NGB UNITED STATES PROPERTY AND FISCAL OFFICERS (USPFOs) Required mailing addresses:

ALABAMA

U.S. Army National Guard
P.O. Box 3715
Montgomery, AL 36109-0715
Telephone: DSN 363-7316; COM (334) 271-7316
FAX: DSN 363-7426; COM (334) 271-7426

ALASKA

U.S. Army National Guard
Box B, Camp Denali
Fort Richardson, AK 99515-5000 Telephone: DSN 317-384-4100;
COM (907) 428-6100
FAX: COM (907) 428-6191

ARIZONIA

U.S. Army National Guard
5644 E. Moreland Street
Phoenix, AZ 85008-3442
Telephone: DSN 853-2812; COM (602) 267-2814
FAX: DSN 853-2540; COM (602) 267-2540

ARKANSAS

U.S. Army National Guard
Camp Robinson
North Little Rock, AR 72199-9600
Telephone: DSN 962-4300; COM (501) 212-4300
FAX: DSN 962-4389; COM (501) 212-4389

CALIFORNIA

U.S. Army National Guard
P.O. Box 8104
San Luis Obispo, CA 93403-8104
Telephone: DSN 630-6201; COM (805) 594-6201
FAX: DSN 630-6239; COM (805) 549-6239

COLORADO

U.S. Army National Guard
660 South Aspen Street
Bldg. 1005, Mail Stop 34

Aurora, CO 80011-9551
Telephone: DSN 877-6720; COM (303) 340-6720
FAX: DSN 877-6719; COM (303) 340-6719

CONNECTICUT

U.S. Army National Guard
State Armory, 360 Broad Street
Hartford, CT 06105-3779
Telephone: DSN 636-7860; COM (203) 524-4860
FAX: DSN 636-7899; COM (203) 524-4899

DELAWARE

U.S. Army National Guard
1161 River Road
New Castle, DE 19720-5199
Telephone: DSN 440-7325; COM (302) 324-7325
FAX: DSN 440-7383; COM (302) 324-7383

DISTRICT OF COLUMBIA

U.S. Air National Guard
Building 350, Anacosta Naval Air Station
WASH DC 20374-5064
Telephone: DSN 288-2064; COM (202) 433-2064
FAX: DSN 288-0896; COM (202) 433-0896

FLORIDA

U.S. Air National Guard
P.O. Box 1008
St. Augustine, FL 32085-1008
Telephone: DSN 860-7500; COM (904) 823-7500
FAX: DSN 860-7512; COM (904) 823-0512

GEORGIA

U.S. Army National Guard
P.O. Box 17882
Atlanta, GA 30316-0882
Telephone: DSN 338-6341; COM (404) 624-6360
FAX: DSN 338-6263; COM (404) 624-6263

GUAM

U.S. Army National Guard
Fort Juan Muna
622 E. Harmon Ind. Pk Rd.
Tamuning, Guam 96911-442
Telephone: DSN 344-2744; COM 011 (671) 647-2744;
FAX: COM 9-011 (671) 344-8282

HAWAII

U.S. Army National Guard
4208 Diamond Head Road
Honolulu, HI 96816-4495
Telephone: DSN None
COM (808) 735-0302; FAX: COM (808) 732-2748

IDAHO

U.S. Army National Guard
3489 West Harvard Street
Boise, ID 83705-6512
Telephone: DSN 422-5251; COM (208) 422-5251
FAX: DSN 422-5180

ILLINOIS

U.S. Army National Guard
1301 N. MacArthur Blvd
Springfield, IL 62702-2399

Telephone: DSN 555-3544; COM (217) 785-3544
FAX: DSN 555-3712; COM (217) 785-3712

INDIANA

U.S. Army National Guard
2002 S. Holt Road
Indianapolis, IN 46241-4839
Telephone: DSN 369-2304; COM (317) 247-3304
FAX: DSN 369-2118; COM (317) 247-3118

IOWA

U.S. Army National Guard
Camp Dodge, 7700 NW Beaver Dr.
Johnston, IA 50131-1902
Telephone: DSN 946-2447; COM (515) 252-4247
FAX: DSN 946-2399; COM (515) 252-2399

KANSAS

U.S. Army National Guard
2737 S. Kansas Avenue
Topeka, KS 66611-1170
Telephone: DSN 720-8200; COM (913) 274-1642
FAX: DSN 720-8642

KENTUCKY

U.S. Army National Guard
Boone National Guard Center
120 Minuteman Parkway, Bldg. 120
Frankfurt, KY 40601-6192
Telephone: DSN 366-3466; COM (502) 564-8466
FAX: DSN 366-3436; COM (502) 564-8436

LOUISIANA

U.S. Army National Guard
Jackson Barracks, Bldg. 39
New Orleans, LA 70146-0330
Telephone: DSN 485-8400; COM (504) 278-6504
FAX: DSN 485-8428; COM (504) 278-6428

MAINE

U.S. Army National Guard
Camp Keyes
Augusta, ME 04333-0032
Telephone: DSN 476-4251; COM (207) 626-4251
FAX: DSN 476-4510; COM (207) 626-4510

MARYLAND

U.S. Army National Guard
301 Old Bay Lane State Mil Res
Havre de Grace, MD 21078-4094
Telephone: DSN 496-9450; COM (410) 278-8450
FAX: DSN 490-9458; COM (410) 278-8458

MASSACHUSETTS

U.S. Army National Guard
143 Speen Street
Natick, MA 01760-2599
Telephone: DSN 256-5730; COM (508) 233-5730
FAX: DSN 256-5736; COM (508) 233-5736

MICHIGAN

U.S. Air National Guard
3111 W. Saint Joseph Street
Lansing, MI 48913-5102

Telephone: DSN 623-0702; COM (517) 483-5702
FAX: DSN 623-0745; COM (517) 483-5746

MINNESOTA

U.S. Air National Guard
P.O. Box 288, Camp Ripley
Little Falls, MN 56345-0288
Telephone: DSN 871-7331; COM (612) 632-7331
FAX: DSN 871-7454; COM (612) 632-7454

MISSISSIPPI

U.S. Army National Guard
144 Military Drive
Jackson, MS 39208-8860
Telephone: DSN 637-1600; COM (601) 936-7600
FAX: DSN 637-1594; COM (601) 936-7594

MISSOURI

U.S. Army National Guard
Ike Skelton NG Training Site
7101 Military Circle
Jefferson City, MO 65101-1200
Telephone: DSN 555-9707; COM (314) 526-9707
FAX: DSN 555-9681; COM (314) 526-9681

MONTANA

U.S. Air National Guard
P.O. Box 1157
Helena, MT 59624-1157
Telephone: DSN 747-3135; COM (406) 444-7935
FAX: DSN 747-3195; COM (406) 444-7995

NEBRASKA

U.S. Army National Guard
1234 Military Road
Lincoln, NE 68508-1092
Telephone: DSN 946-7510; COM (402) 471-7510
FAX: DSN 946-7106; COM (402) 471-7106

NEVADA

U.S. Army National Guard
2601 S. Carson Street
Carson City, NV 89701-5596
Telephone: DSN 830-5201; COM (702) 887-7201
FAX: DSN 830-5399; COM (702) 887-7399

NEW HAMPSHIRE

U.S. Army National Guard
P.O. Box 2003
Concord, NH 03302-2003
Telephone: DSN 684-9210; COM (603) 225-1210
FAX: DSN 684-9247; COM (603) 225-1247

NEW JERSEY

U.S. Army National Guard
131 Eggert Crossing Road
Lawrenceville, NJ 08648-2895
Telephone: DSN 445-9200; COM (609) 530-6732
FAX: COM (609) 530-6715

NEW MEXICO

U.S. Army National Guard
47 Baton Blvd.
Santa Fe, NM 87505

Telephone: DSN 867-8800; COM (505) 474-1800
FAX: COM (505) 474-1851

NEW YORK

U.S. Army National Guard
330 Old Niskayuma Road
Latham, NY 12110-2224
Telephone: DSN 489-4710; COM (581) 786-4710
FAX: DSN 489-4985; COM (518) 786-4985

NORTH CAROLINA

U.S. Army National Guard
4201 Reedy Creek Road
Raleigh, NC 27607-6412
Telephone: DSN 582-9200; COM (919) 664-6200
FAX: DSN 582-9025; COM (919) 664-9025

NORTH DAKOTA

U.S. Army National Guard
P.O. Box 5511
Bismarck, ND 58502-5511
Telephone: DSN 344-5202; COM (701) 224-5202
FAX: DSN 344-5255; COM (701) 224-5255

OHIO

U.S. Army National Guard
2811 West Granville Road
Columbus, OH 43235-2788
Telephone: DSN 273-7201; COM (614) 889-7201
FAX: DSN 273-7018; COM (614) 889-7018

OKLAHOMA

U.S. Army National Guard
3501 Military Circle, N.E.
Oklahoma City, OK 73111-4398
Telephone: DSN 940-3213; COM (405) 425-8213
FAX: DSN 940-3561; COM (405) 425-8561

OREGON

U.S. Army National Guard
P.O. Box 14840
Salem, OR 97309-5008
Telephone: DSN 355-3943; COM (503) 945-3943
FAX: DSN 355-3990; COM (503) 945-3990

PENNSYLVANIA

U.S. Army National Guard
Department of Military Affairs
Annville, PA 17003-5003
Telephone: DSN 491-8743; COM (717) 865-8743
FAX: DSN 491-8446; COM (717) 861-8446

PUERTO RICO

U.S. Army National Guard
P.O. Box 34069
Fort Buchanan, PR 00934-4068
Telephone: DSN 740-3225; COM (809) 793-0909
FAX: COM (809) 782-3208

RHODE ISLAND

U.S. Army National Guard
330 Camp Street
Providence, RI 02906-1954

Telephone: DSN 557-3202; COM (401) 547-4202
FAX: DSN 557-3221; COM (401) 457-4221

SOUTH CAROLINA

U.S. Army National Guard
9 National Guard Road
Columbia, SC 29201-4768
Telephone: DSN 583-4300; COM (803) 748-4300
FAX: DSN 583-1460; COM (803) 748-1460

SOUTH DAKOTA

U.S. Army National Guard
2823 West Main
Camp Rapid
Rapid City, SD 57702-8186
Telephone: DSN 747-8740; COM (605) 399-6740
FAX: DSN 747-8752; COM (605) 399-6752

TENNESSEE

U.S. Army National Guard
Powell Avenue, P.O. Box 40748
Nashville, TN 37204-0748
Telephone: DSN 778-3200; COM (615) 532-3200
FAX: DSN 778-5083; COM (615) 532-5083

TEXAS

U.S. Army National Guard
P.O. Box 5218
Austin, TX 78763-5218
Telephone: DSN 954-5186; COM (512) 465-5186
FAX: DSN 954-5108; COM (512) 465-5108

UTAH

U.S. Army National Guard
P.O. Box 2000
Draper, UT 84020-2000
Telephone: DSN 766-3663; COM (801) 524-3663
FAX: DSN 766-3699; COM (801) 576-3699

VERMONT

U.S. Army National Guard
Building 3, Camp Johnson
Colchester, VT 05446-3004
Telephone: DSN 636-3181; COM (802) 654-0181
FAX: DSN 636-3375; COM (802) 654-0375

VIRGINIA

U.S. Army National Guard
600 East Broad Street
Richmond, VA 23219-1832
Telephone: DSN 953-2160; COM (804) 775-9160
FAX: DSN 953-2151; COM (804) 775-9151

VIRGIN ISLANDS

U.S. Army National Guard
Rural Route 2, Box 9200
Kinghill St. Croix, USVI 00850-9200
Telephone: DSN None; COM (809) 772-7805
FAX: COM (809) 772-7819

WASHINGTON

U.S. Air National Guard
Camp Murray, Bldg 32
Tacoma, WA 98430-5170

Telephone: DSN 323-8292; COM (206) 512-8292
FAX: DSN 325-8933; COM (206) 512-8933

WEST VIRGINIA

U.S. Army National Guard
50 Armory Road
Buckhannon, WV 26201-2396
Telephone: DSN 366-6500; COM (304) 473-5200
FAX: DSN 366-6570; COM (304) 473-5270

WISCONSIN

U.S. Army National Guard
8 Madison Boulevard
Camp Douglas, WI 54618-5002
Telephone: DSN 724-7266; COM (608) 427-3321
FAX: COM (608) 427-7208

WYOMING

U.S. Army National Guard
5500 Bishop Boulevard
Cheyenne, WY 82003-3320
Telephone: DSN 943-5255; COM (307) 772-5255
FAX: DSN 943-5910; COM (307) 772-5910

Section IV

U.S. Army Reserve Offices

Required mailing addresses:

HQDA(DAAR-ZA)
2400 Army Pentagon
WASH DC 20310-2400
Telephone: DSN 227-1784; COM (703) 697-1784

HQDA(DAAR-LO)
1815 N. Fort Myer Drive
Arlington, VA 22209
Telephone: DSN 226-0273; COM (703) 696-6250

USARC Staff Offices

Community relations and domestic action programs

Commander
U.S. Army Reserve Command
ATTN: AFRC-PA
Fort McPherson, GA 30330-5000
Telephone: COM (404) 346-8662

All other actions

Commander
U.S. Army Reserve Command
ATTN: AFRC-LG
Fort McPherson, GA 30330-5000
Telephone: COM (404) 346-8854/8838

USARC MSCs/RSC

Commander
U.S. Army 63d Regional Support Command
ATTN: AFRC-CCA
11200 Lexington Dr.
Los Alamitos, CA 80720-5002
Telephone: DSN: 792-2161; COM (310) 795-2161

Commander

U.S. Army 77th Regional Support Command
ATTN: AFRC-CNY
Fort Totten
Flushing, NY 11359-1016
Telephone: DSN: 456-6700; COM (718) 352-6700

Commander
79th U.S. Army Reserve Command
ATTN: AFRC-CPA-LG
Willow Grove NAS, Bldg 176
Willow Grove, PA 19090-5110
Telephone: (215) 443-1611

Commander
U.S. Army 81st Regional Support Command
ATTN: AFRC-CAL
255 West Oxmoor Rd.
Birmingham, AL 35209
Telephone: COM (205) 940-9105

Commander
83d U.S. Army Reserve Command
ATTN: AFRC-AOH-LG
3990 East Broad Street, P.O.Box 16515
Columbus, OH 43216-5004
Telephone: (614) 692-4117

Commander
86th U.S. Army Reserve Command
ATTN: AFRC-AIL-LG
7402 W. Roosevelt Road
Forest Park, IL 60130-2587
Telephone: (708) 209-2602

Commander
U.S. Army 88th Regional Support Command
ATTN: AFRC-CMN
Fort Snelling, Building 506
St. Paul, MN 55111-4066
Telephone: (612) 725-5213

Commander
U.S. Army 89th Regional Support Command
ATTN: AFRC-CKS
3130 George Washington Blvd
Wichita, KS 67210-1598
Telephone: (316) 681-1759

Commander
U.S. Army 90th Regional Support Command
ATTN: AFRC-CAR
1920 N. Harry Wurzbach Hwy
San Antonio, TX 78209-6097
Telephone: (512) 221-4881/4802

Commander
U.S. Army 94th Regional Support Command
ATTN: AFRC-CMA
Hanscom AFB, Building 1607
Bedford, MA 01731-5290
Telephone: (617) 377-2569/3886/4224

Commander
U.S. Army 96th Regional Support Command
ATTN: AFRC-CUT

Building 103
Fort DOUGLAS, UT 84113-5007
Telephone: (801) 524-4333/6596/6608

Commander
97th U.S. Army Reserve Command
ATTN: AFRC-AMD-LG
1250 Annapolis Road
Fort Meade, MD 20755-5004
Telephone: (301) 677-1292

Commander
U.S. Army 99th Regional Support Command
ATTN: AFRC-CPA
USA Spt Facility, Building S-5
Oakdale, PA 15071-5001
Telephone: (412) 777-1325/1119

Commander
102d U.S. Army Reserve Command
ATTN: AFRC-AMO-LG
4301 Goodfellow Blvd
St. Louis, MO 63120-1794
Telephone: (314) 263-2161

Commander
U.S. Army 120th Regional Support Command
ATTN: AFRC-ASC-LG
Bldg 9810, Lee Road
Fort Jackson, SC 29207-6070
Telephone: (803) 751-3161

Commander
123d U.S. Army Reserve Command
ATTN: AFRC-AIN-LG
9704 Beaumont Road
Indianapolis, IN 46216-1026
Telephone: (317) 548-5026

Commander
U.S. Army 124th Regional Support Command
ATTN: AFRC-AWA-LG
4575 36th Avenue West
Beattle, WA 98199-5000
Telephone: (206) 281-3022

Commander
125th U.S. Army Reserve Command
ATTN: AFRC-ATN-LG
443 Donelson Pike
Nashville, TX 37214-3558
Telephone: (615) 885-8737/52/53

USAR Training Divisions
Required mailing addresses:

Commander
70th Division (Training)
ATTN: AFRC-TMI-GD
34451 Schoolcraft Road
Livonia, MI 48150-1399
Telephone: (313) 458-6410

Commander
76th Division (Training)

ATTN: AFRC-TCT-GD
700 South Quaker Lane
West Hartford, CT 06110-1292
Telephone: (203) 231-2014/2072

Commander
78th Division (Training)
ATTN: AFRC-TNJ-GD
Kilmer USARC, Bldg 1072
Edison, NJ 08817-2487
Telephone: (908) 985-7857

Commander
80th Division (Training)
ATTN: AFRC-TVA-GD
6700 Strathmore Road
Richmond, VA 23237-1198
Telephone: (804) 271-6500

Commander
84th Division (Training)
ATTN: AFRC-TWI-GD
4828 W. Silver Spring Drive
Milwaukee, WI 53218-3498
Telephone: (414) 438-6100

Commander
85th Division (Training)
ATTN: AFRC-TIL-GD
1515 W. Central Road
Arlington Heights, IL 60005-2475
Telephone: (708) 506-2125

Commander
91st Division (Training)
ATTN: AFRC-TCA-LG
Fort Baker, Bldg 602, Murray Circle
Ft. Baker, CA 94965-5099
Telephone: (415) 561-7290

Commander
95th Division (Training)
ATTN: AFRC-TOK-AD
5316 S. Douglas Blvd
Oklahoma City, OK 73150-9704
Telephone: (405) 736-1650

Commander
98th Division (Training)
ATTN: AFRC-TNY-GD
2035 Goodman Street North
Rochester, NY 14609-1098
Telephone: (716) 338-7400

Commander
100th Division (Training)
ATTN: AFRC-TKY-GD
3600 Century Division Way
Louisville, KY 40205-5000
Telephone: (502) 454-2901

Commander
104th Division (Training)
ATTN: AFRC-TWA-LO
Vancouver Barracks, Bldg 987

Vancouver, WA 98661-3896
Telephone: (360) 696-2503

Commander
108th Division (Training)
ATTN: AFRC-TNC-GD
1330 Westover Street
Charlotte, NC 28205-5124
Telephone: (704) 342-5104

Other USAR Commands

Commander
75th Maneuver Area Command
ATTN: AFRC-MCTX-PBO
1850 Old Spanish Trail
Houston, TX 77054-2025
Telephone: DSN 954-2675; COM (713) 799-7501

Commander
87th Division (Exercise)
ATTN: AFRC-MCAG-LG
1400 Golden Acorn Drive
Birmingham, AL 35244-1295
Telephone: (205) 987-3900

Commander
157th Separate Infantry Brigade (SIB) Mechanized
ATTN: AFRC-IBPA-LG
400 Horsham Road
Horsham, PA 19044-2189
Telephone: (215) 957-8665

Commander
300th Military Police Command (EPW)
ATTN: AFRC-MPMI-LG
3200 S. Beech Daly Road
Inkster, MI 48141-2648
Telephone: (313) 561-2300

Commander
310th Theater Army Area Command
ATTN: AFRC-TAVA-LG
8381 Farrar Road
Fort Belvoir, VA 22060-5101
Telephone: (703) 806-7255

Commander
311th Corps Support Command
ATTN: AFRC-CSCA-MAT
1250 Federal Avenue
Los Angeles, CA 90025-3999
Telephone: (310) 235-4100

Commander
377th Theater Army Area Command
ATTN: AFRC-SBLA-MAT
5010 Leroy Johnson Drive
New Orleans, LA 70146-3601
Telephone: (504) 286-9221

Commander
412th Engineer Command
ATTN: AFRC-ENMS-LG
P.O. Box 55

Vicksburg, MS 39180-0055
Telephone: (601) 631-6102

Commander
416th Engineer Command
ATTN: AFRC-ENIL-LG
4454 Cermak Road
Chicago, IL 60623-2991
Telephone: (312) 542-3050

Commander
420th Engineer Command
ATTN: AFRC-ENTX-LG
511 W. Carson Street
Bryan, TX 77801-1398
Telephone: (409) 823-7959

Commander
807th Medical Brigade
ATTN: AFRC-MBTX-AD
701 W. Simonds Road
Seagoville, TX 75159-3201
Telephone: (214) 287-8314

Section V

U.S. Army Corps of Engineers District Engineer Offices

Required mailing addresses:

U.S. Army Corps of Engr Dist, Mobile
P.O. Box 2288
Mobile, AL 36628-0001

U.S. Army Corps of Engr Dist, Alaska
P.O. Box 898
Anchorage, AK 99506-0898
Telephone: (907) 753-2504

U.S. Army Corps of Engr Dist, Little Rock
P.O. Box 867
Little Rock, AR 72203-0867
Telephone: (501) 324-5531

U.S. Army Corps of Engr Dist, Los Angeles
P.O. Box 2711
Los Angeles, CA 90053-2325
Telephone: (213) 894-5300

U.S. Army Corps of Engr Dist, Sacramento
1325 J Street
Sacramento, CA 95814-2922
Telephone: (916) 557-7490

U.S. Army Corps of Engr Dist, San Francisco
211 Main Street
San Francisco, CA 94105-1905
Telephone: (415) 744-3282

Chief of Engineers
2600 Army Pentagon
ATTN: DAEN-CWO-EM
WASH DC 20314-1000
Telephone: DSN 285-0830; COM (202) 272-0830

U.S. Army Corps of Engr Dist, Jacksonville
P.O. Box 4970

Jacksonville, FL 32232-0019
Telephone: (904) 232-2241

U.S. Army Corps of Engr Dist, Savannah
P.O. Box 889
Savannah, GA 31402-0889
Telephone: (912) 652-5226

U.S. Army Corps of Engr Dist, Chicago
111 North Canal Street, Suite 600
Chicago, IL 60606-7206
Telephone: (312) 353-6400

U.S. Army Corps of Engr Dist, Rock Island
P.O. Box 2004
Clock Tower Building
Rock Island, IL 61204-2004
Telephone: (309) 794-5224

U.S. Army Corps of Engr Dist, Louisville
P.O. Box 59
Louisville, KY 40201-0059
Telephone: (502) 582-5601

U.S. Army Corps of Engr Dist, New Orleans
P.O. 60267
New Orleans, LA 70160-0267
Telephone: (504) 862-2204

U.S. Army Corps of Engr Dist, Baltimore
P.O. Box 1715
Baltimore, MD 21203-1115
Telephone: (410) 962-4545

U.S. Army Corps of Engr Dist, Detroit
P.O. Box 1027
Detroit, MI 48231-1027
Telephone: (313) 226-6762

U.S. Army Corps of Engr Dist, St. Paul
190 East 5th Street
St. Paul, MN 55101-1638
Telephone: (612) 290-5300

U.S. Army Corps of Engr Dist, Kansas City
700 Federal Building
Kansas City, MO 64106-2896
Telephone: (816) 426-3201

U.S. Army Corps of Engr Dist, St. Louis
1222 Spruce Street
St. Louis, MO 63103-2833
Telephone: (314) 331-8010

U.S. Army Corps of Engr Dist, Vicksburg
2101 N. Frontage Road
Vicksburg, MS 39180-5191
Telephone: (601) 631-5010

U.S. Army Corps of Engr Dist, Wilmington
P.O. Box 1890
Wilmington, NC 28402-1890
Telephone: (910) 251-4501

U.S. Army Corps of Engr Dist, Omaha

215 N. 17th Street
Omaha, NE 68102-4978
Telephone: (402) 211-3900

U.S. Army Corps of Engr Dist, Albuquerque
P.O. Box 1580
Albuquerque, NM 87103-1580
Telephone: (505) 766-2731

U.S. Army Corps of Engr Dist, Buffalo
1776 Niagara Street
Buffalo, NY 14207-3199
Telephone: (716) 876-4200

U.S. Army Corps of Engr Dist, New York
Javits Federal Bldg.
New York, NY 10278-0090
Telephone: (212) 264-0100

U.S. Army Corps of Engr Dist, Tulsa
P.O. Box 61
Tulsa, OK 74121-0061
Telephone: (918) 669-7201

U.S. Army Corps of Engr Dist, Portland
P.O. Box 2946
Portland, OR 97208-2946
Telephone: (503) 326-6000

U.S. Army Corps of Engr Dist, Philadelphia
U.S. Custom House
100 Penn Square East
Philadelphia, PA 19107-3390
Telephone: (215) 656-6501

U.S. Army Corps of Engr Dist, Pittsburgh
William S. Moorehead Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4186
Telephone: (412) 644-6800/6501

U.S. Army Corps of Engr Dist, Charleston
P.O. Box 919
Charleston, SC 29402-0919
Telephone: (803) 727-4344

U.S. Army Corps of Engr Dist, Nashville
P.O. Box 1070
Nashville, TN 37202-1070
Telephone: (615) 736-5626

U.S. Army Corps of Engr Dist, Fort Worth
P.O. Box 17300
Fort Worth, TX 76102-0300
Telephone: (817) 334-2300

U.S. Army Corps of Engr Dist, Galveston
2000 Fort Point Road
Galveston, TX 77553-1229
Telephone: (409) 766-3001

U.S. Army Corps of Engr Dist, Memphis
167 North Main Street, Room B202

Memphis, TN 38103-1894
Telephone: (901) 544-3221

U.S. Army Corps of Engr Dist, Norfolk
803 Front Street
Norfolk, VA 23510-1096
Telephone: (804) 441-7601

U.S. Army Corps of Engr Dist, Seattle
P.O. Box 3755
Seattle, WA 98124-2255
Telephone: (206) 764-3690

U.S. Army Corps of Engr Dist, Walla Walla
Building 602, City-County Airport
Walla Walla, WA 99362-9265
Telephone: (509) 522-6506

U.S. Army Corps of Engr Dist, Huntington
502 8th Street
Huntington, WV 25701-2070
Telephone: (304) 529-5395

U.S. Army Corps of Engineers
Pacific Ocean Division
Building 230
Fort Shafter, HI 96858-5440
Telephone: (808) 438-1069

U.S. Army Corps of Engineers
Far East District
Far East Unit 15546
APO AP 96205-0610
Telephone: 011 82-2-270-7300

U.S. Army Corps of Engineers
Japan District
USAED-J, Unit 45010
APO AP 96343-0061
Telephone: 011-81-3117-63-3025

Section VI

DOD Regional Logistical Support Offices

Required mailing addresses:

Officer in Charge
Regional Logistical Support Office-Long Beach
501 West Ocean Boulevard, Suite 8100
Long Beach, CA 90822-5399
Telephone: (310) 980-4300 (ext. 580)

Officer in Charge
Regional Logistical Support Office-Buffalo
P.O. Box 400
Buffalo, NY 14225
Telephone: (716) 551-3053

Officer in Charge
Regional Logistical Support Office-Atlanta
Building 307 Bay 5
Fort Gillem
Forest Park, GA 30050-5000
Telephone: (404) 362-3135

Officer in Charge
Regional Logistical Support Office-El Paso
P.O. Box 8051
El Paso, TX 79908-8051
Telephone: (915) 568-9085

Note: Telephone numbers are provided for principal loan and lease approving authorities and agencies responsible for specific loans or leases per table 2-1.

Appendix C

Management Control Evaluation Checklist

C-1. Function

The function covered by this checklist is Loan and Lease of Army Materiel.

C-2. Purpose

To assist the borrower and the lender in evaluating their key management controls. It is not intended to cover all controls.

C-3. Instructions

Answers must be based on the actual testing of key management controls (e.g., document analysis, direct observation, interviewing, or sampling). Answers which indicate control problems must be explained (and corrective action indicated) in supporting documentation. These controls must be evaluated in accordance with the schedule in the Management Control Plan. Certification that this evaluation has been conducted must be accomplished on DA Form 11-2-R (Management Control Evaluation Certification Statement).

C-4. Test Questions

- a. Does the operating staff have access to and have been trained in the requirements of AR 700-131?
- b. Are periodic reviews conducted to ensure the presence of responsible signatories on all loan/lease actions and are the DA forms, (e.g. DA Form 4881-R, and 4991-1-R through 4881-6-R) being utilized?
- c. Does a current standard operating procedure for processing loan/lease request exist and is it closely followed?
- d. Does a system exist whereby operating personnel review extension requests for appropriate justification and possible TDA change?
- e. Does a procedure exist that will permit the lending agency leadership to resolve loan/lease delinquency cases?
- f. Is a suspense system followed in order to ensure issuance of timely disposition instructions?
- g. Have Standard Operating Procedures (SOP) been developed detailing the actions that must be taken upon the return of loan/lease equipment?
- h. Is there a procedure established that provides for inspection of equipment during the term of the lease?
- i. Has the lessee obtained a Surety Bond or insurance to cover any loss or damage to equipment while in lessee possession?
- j. Does a current SOP exist for the collection of loan/lease reimbursable costs?

C-5. Supersession

This checklist supersedes the checklist for AR 700-131, previously published in DA Circular 11-88-6. For assistance in responding to questions, contact the functional proponent.

C-6. Comments

Help make this a better tool for evaluating the loan/lease processes. Submit comments to HQDA functional proponent: Deputy Chief of Staff for Logistics (DALO-SMM), 500 Army Pentagon, Washington, DC 20310-0500.

Glossary

Section I Abbreviations

ACALA

Armament and Chemical Acquisition and Logistics Activity

ACCLAIMS

Army COMSEC Commodity Logistics Accounting Information Management System

AECA

Arms Export Control Act

AFARS

Army Federal Acquisition Regulation Supplement

AG

Adjutant General

AMC

U.S. Army Materiel Command

AMC MSC

U.S. Army Materiel Command Major Subordinate Command

AMDF

Army Master Data File

AMP

Army Materiel Plan

ANRC

American National Red Cross

ARC

Accounting Requirements Code

ARFCOS

Armed Forces Courier Service

ARNG

Army National Guard

ARSTAF

Army Staff

ASA (IL&E)

Assistant Secretary of the Army (Installations, Logistics, and Environment)

ASA (RD&A)

Assistant Secretary of the Army (Research, Development, and Acquisition)

ATCOM

U.S. Army Aviation Troop Command

CBL

commercial bill of lading

CCI

controlled cryptographic items

CECOM

U.S. Army Communication and Electronics Command

CG

Commanding General

CINC

Commander in Chief

COMSEC

communications security

CONUS

continental United States

DA

Department of the Army

DAMPL

Department of the Army Master Priority List

DBOF

Defense Business Operations Fund

DCM

Director of Civilian Marksmanship

DCO

Defense coordinating officer

DCSLOG

Deputy Chief of Staff for Logistics

DFAS

Defense Finance and Accounting Service

DLA

Defense Logistics Agency

DLEA

drug law enforcement agency

DOD

Department of Defense

DODAAC

DOD activity address code

DOMS

Director of Military Support (HQDA, ODCSOPS, DAMO-ODS)

DRMO

Defense Reutilization Marketing Office

DSAA

Defense Security Assistance Agency

DSN

Defense Switched Network

DUSA(IA)

Deputy Under Secretary of the Army for International Affairs

FAO

finance and accounting office(r)

FAR

Federal Acquisition Regulation

FBI

Federal Bureau of Investigation

FDA

Federal Disaster Assistance Administration

FEMA

Federal Emergency Management Agency

FORSCOM

Forces Command

FSC

Federal Supply Classification

GBL

Government bill of lading

GFE

Government Furnished Equipment

HQDA

Headquarters, Department of the Army

HUD

Housing Urban Development

IL

International Logistics

JTA

joint table of allowances

LIN

line item number

MAC

Military Airlift Command

MACOM

Major Army Command

MCA

Management Control Activity

MDW

Military District of Washington

MEDCEN

U.S. Army Medical Center

MEDDAC

medical department activity

MILSTRIP

Military Standard Requisitioning and Issue Procedures

MICOM

U.S. Army Missile Command

MOU

Memorandum of Understanding

MSC

Major Subordinate Command

MSCA

military support to civil authorities

MTMC

Military Traffic Management Command

MTOE
modification table of organization and equipment

MUSARC
Major United States Army Reserve Command

NGB
National Guard Bureau

NICP
National Inventory Control Point

NMCC
National Military Command Center

NSN
national stock number

OCAR
Office of the Chief, Army Reserve

OCIE
organizational clothing and individual equipment

OCONUS
outside continental United States

ODCSLOG
Office of the Deputy Chief of Staff for Logistics

ODCSOPS
Office of the Deputy Chief of Staff for Operations and Plans

OSD
Office of the Secretary of Defense

OTSG
Office of The Surgeon General

PBO
property book officer

PM
Program Manager

POM
Program Objective Memorandum

POMCUS
prepositioned materiel configured to unit sets

RC
Reserve Components

RDTE
research, development, test, and evaluation

RLSO
Regional Logistical Support Office

ROD
Report of Discrepancy

ROTC
Reserve Officers' Training Corps

RSC
Regional Support Command

SA
Secretary of the Army

SECDEF
Secretary of Defense

SMA
Supply Management Army

SRO
stock record officer

SSA
supply support activity

TAADS
The Army Authorization Documents System

TACOM
U.S. Army Tank—Automotive and Armaments Command

TDA
tables of distribution and allowances

TF
task force

TSG
The Surgeon General

UIC
unit identification code

USACCSLA
U.S. Army Communications-Electronics Command, Communications Security Logistics Activity

USACE
U.S. Army Corps of Engineers

USAISC
U.S. Army Information Systems Command

USAMMA
U.S. Army Medical Materiel Agency

USAR
U.S. Army Reserve

USARC
U.S. Army Reserve Command

USARC MSC
U.S. Army Reserve Command, major subordinate command

USC
United States Code

USPFO
United States Property and Fiscal Officer

Section II Terms

Accouterments
Equipment that is associated with small arms

characterized as personal and individual that is available from Army stocks.

Approving authority
The person (or designee) authorized to approve specific types of loans or leases of Army materiel. (See table 2-1 and app B.)

Arms
Weapons for use in war.

Army COMSEC Account
An administrative entity, identified by a six-character alphanumeric number, responsible for maintaining custody and control of COMSEC material.

Bond
A written instrument executed by a bidder or contractor (the principal), and a second party (the surety or sureties), to assure fulfillment of the principal's obligations to a third party (the obligee or Government), identified in the bond.

Civil authorities
Those elected and appointed public officials and employees who govern the 50 States, District of Columbia, Commonwealth of Puerto Rico, U.S. possessions and territories, and governmental subdivisions thereof.

Civil defense
All those activities and measures designed or undertaken to—
a. Minimize the effects upon the civilian population caused, or which would be caused, by an enemy attack upon the United States.

b. Deal with immediate emergency conditions which would be created by any such attack.

c. Effect emergency repairs to, or the emergency restoration of, vital utilities and facilities destroyed or damaged by any such attack.

Civil disturbance
Group acts of violence and disorders prejudiced to public law and order.

Civilian law enforcement officials
An officer or employee of a civilian agency with responsibility for enforcement of the law within the jurisdiction of the agency.

Community Relations Program
A program of action, to earn public understanding and acceptance, conducted at all levels of military command wherever stationed. The program includes participation in public events, humane acts, and cooperation with public officials and civil leaders.

Communications Security (COMSEC)
The protection resulting from the application of cryptosecurity, transmission security and emission security measures to telecommunications, and from the application of physical security measures to COMSEC information. These measures are taken to deny unauthorized persons information of value

which might be derived from the possession and study of such telecommunications.

COMSEC equipment

End items (major items), major assemblies, components, tools, test equipment, and support equipment managed, controlled, stocked, and distributed exclusively by the U.S. Army Communications-Electronics Command, Communications Security Logistics Activity (USACCSLA) SOS/RIC B56.

Delinquent loan

A loan is considered delinquent when the loan/lease expiration date has passed beyond 60 days and the equipment has not been returned or has not been posted to the applicable accountable records. The loan remains delinquent unless an extension has been requested by the borrower and approved. This does not include those cases when a 90-day extension has been granted to allow the using organization to initiate TDA action.

Domestic Action Program

A program of assistance to local, State, and Federal agencies for the continued improvement and development of society.

Emergency

Any catastrophe in any part of the United States that in the determination of the President requires Federal supplementary emergency assistance.

Emergency medical treatment

The immediate application of medical procedures to wounded, injured, or sick, by trained professional medical personnel.

Executive agent

That individual or his or her designee authorized to act as the U.S. Government's agent in making certain loans or leases of Government materiel. The President of the United States has delegated to the Secretary of the Army (or to his designee, the Assistant Secretary of the Army (Installations, Logistics, and Environment) or the Assistant Secretary of the Army (Research, Development and Acquisition) authority, as Executive Agent, to approve certain loans or leases of DOD materiel to non-DOD activities. Other "approving authorities" act as "Executive Agents" for the U.S. Government, but do not have that title.

Expendable item

An item of Army property coded with an accounting requirements code (ARC) of "X" in the Army Master Data File (AMDF). An expendable item requires no formal accountability after issue from a stock record account. Commercial and fabricated items similar to items coded "X" in the AMDF are considered expendable items. Note: This category consists of those items that are consumed during normal usage such as ammunition, paint, rations, gasoline, office supplies, etc., or are merged into another entity when used for their intended purpose such as nuts and bolts,

construction material, repair parts, components and assemblies, etc. This includes all class 1, 3, 5 (except 5L), and 9 items, and those class 2, 4, and 10 items that are not end items or have a unit price of less than \$100. This category also includes office furniture of Federal Supply Classification (FSC) 7110, 7125, and 7195 with a unit cost of less than \$300. Organizational clothing and individual equipment (OCIE) authorized by CTA 50-900 will be accounted for in the same manner as nonexpendable property regardless of the (ARC) reflected in the AMDF.

Federal agency

Any department, independent establishment, Government corporation, or other agency of the executive branch of the Federal Government, except the American National Red Cross.

Federal coordinating officer

The person appointed by the President to operate under the HUD Regional Director for Federal Emergency Management Agency (FEMA) to coordinate Federal assistance in Presidentially declared emergency or major disaster.

Federal Emergency Management Agency

The agency delegated the disaster relief responsibilities previously assigned to the Federal Disaster Assistance Administration (FDAA).

Federal function

Any function, operation, or action carried out under the laws of the United States by any department, agency, or instrumentality of the United States or by an officer or employee thereof.

Federal property

Property that is owned, leased, possessed, or occupied by the Federal Government.

Government property

All property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in this regulation.

Imminent serious condition

Any disaster or civil disturbance that is of such severity that immediate assistance is required to save human life, prevent immediate human suffering, or reduce destruction or damage to property.

Lease

The granting of temporary possession or use of property or materiel for which payment of a lease fee is required.

Loan

The granting of temporary possession or use of non-excess property or materiel for which payment of a lease fee is not required.

Local Government

Any county, parish, city, village, town, district, Indian tribe or authorized tribal organization, Alaskan native village or organization, or other political subdivision of any State.

Major disaster

Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, fire, or other catastrophe which, in the determination of the President, is or threatens to be of sufficient severity and magnitude to warrant disaster assistance by the Federal Government. This assistance supplements the efforts and available resources of States, local governments, and relief organization in alleviating the damage, loss, hardship, or suffering caused thereby.

Nonexpendable item

An item of Army property coded with an ARC of 'N' in the AMDF. A nonexpendable item requires property book accountability after issue from the stock record account. Commercial and fabricated items, similar to items coded 'N' in the AMDF, are considered nonexpendable items. Note: This category consists of end items of equipment that are separately identified. It includes all class 7 items assigned an LIN in SB 700-20 other than office furniture in FSC 7110, 7125, and 7195 with a unit cost of less than \$300, and other selected class 2, 4, and 10 end items. OCIE authorized by CTA 50-900 will be accounted for in the same manner as nonexpendable supplies regardless of the ARC reflected in the AMDF.

Objective area

A specific geographical location where a civil disturbance, disaster, or counter-drug operation is occurring or is anticipated.

Other loan requesters

Other loan requesters not listed in table 2-1 include: Junior and Senior ROTC, tribal (Indian) organizations, and the Alaska Native Corporation.

Routine requests

Requests resulting from situations that are reasonably predictable or do not require immediate action to prevent or reduce loss of life, property, or essential services. Reduced efficiency of the requester's operation is not in itself grounds for classifying a request higher than routine.

Small arms

Hand and shoulder weapons for use in war.

Surety

An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy a contractual obligation.

Surety bond

A bond, including dollar deposit, guaranteeing performance of a contract or obligations.

Terrorist incident

A form of civil disturbance that is a distinct criminal act committed or threatened to be committed by a group or single individual in order to advance a political or other objective, thus endangering safety of individuals or property. This definition does not include aircraft piracy emergencies.

Threatened major disaster

Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, fire, or other catastrophe which, in the determination of the Administrator, the Federal Emergency Management Agency (FEMA), threatens to be of severity and magnitude sufficient to warrant disaster assistance by the Federal Government. This assistance will be used to avert or lessen the effects of such disaster before its actual occurrence.

Urgent requests

Those resulting from unforeseeable circumstances, civil disturbances, civil defense needs, aircraft piracy, secret service requirements, and disasters when immediate action is necessary to prevent loss of life, physical injury, destruction of property, or disruption of essential functions.

Youth groups

Groups such as the Boy Scouts and Girl Scouts of the United States of America; Civil Air Patrol; Camp Fire Girls, Incorporated; the Boy's Club of America; Young Men's Christian Association; Young Women's Christian Association; Four H Clubs; and similar groups.

Section III**Special Abbreviations and Terms**

This section contains no entries.

Index

This index is organized alphabetically by topic and subtopic. Topics and subtopics are identified by paragraph number.

Accounting Procedures

- Annual Inventory, 3–6a,b
- Borrower, 3–4
- COMSEC equipment, 3–1f
- Document format (Loan or Lease), 3–1a
- Materiel Return procedures, 3–5a(1)
- MILSTRIP requisition format, 3–1a, and Table 3–1
- Receipt and return of property, 3–3 and 3–5
- Shipment of materiel, 3–2a

Loan or Lease of Arms and Accouterments

- Centralized serial number tracking, 4–1b
- Civilian activities, 4–2
- Procedures for lost, stolen arms, 4–1e

Loan Policies

- Army activities, 2–2
- Approval policy, 2–1e, Table 2–1, and 2–13
- Federal Departments, 2–4
- Federal Laws, 2–1b
- Government Furnished Equipment (GFE), 2–3
- Leases out side the Federal Government, 2–5 and Table 2–1
- Loan or lease extensions, 2–13(7) and 3–6
- Loan or lease Agreements, 2–7a
- Loan or lease requests, 2–13 and 2–14
- Loan of medical supplies, 2–1k(1) and 2–5b(4)
- Loan or lease duration, 2–9
- Lost, damaged, destroyed materiel, 3–7
- Managing loan/lease agreements, 2–10
- Statutes, 2–1c
- Surety Bonds, 2–8
- Types of loan or lease materiel, 2–11 and Table 2–1

Special Purpose/Special Authority Loans

- Aircraft piracy, 2–6d
- Disaster relief, 2–6a
- Civil disturbances, 2–6b
- Leases to law enforcement agencies, 2–6e
- Terrorism, 2–6c(1)
- Special Purpose Loans

Reimbursement for Loan or Lease of Army Materiel

- Basic policies, 5–1a
- Basic Procedures, 5–1b
- Charges and settlement, 5–5
- Delinquent accounts, 5–6
- Funding Records, 5–4
- Reimbursable costs, 5–2
- Nonreimbursable costs, 5–3
- Uncollectable accounts, 5–6

Reports

- AMC quarterly, 6–8
- Aircraft piracy, 6–2
- Civil disturbances, 6–3
- Civilian law enforcement loans, 6–5
- Disaster assistance, 6–4
- U.S. Secret Service, 6–6

RESERVED

MANAGEMENT CONTROL EVALUATION CERTIFICATION STATEMENT For use of this form, see AR 11-2; the proponent agency is ASA(FM).		1. REGULATION NUMBER 2. DATE OF REGULATION
3. ASSESSABLE UNIT		
4. FUNCTION		
5. METHOD OF EVALUATION <i>(Check one)</i>		
a. CHECKLIST APPENDIX <i>(Enter appropriate letter)</i>	b. ALTERNATIVE METHOD <i>(Indicate method)</i>	
6. EVALUATION CONDUCTED BY		
a. NAME <i>(Last, First, MI)</i>	b. DATE OF EVALUATION	
7. REMARKS <i>(Continue on reverse or use additional sheets of plain paper)</i>		
8. CERTIFICATION		
I certify that the key management controls in this function have been evaluated in accordance with provisions of AR 11-2, Management Control . I also certify that corrective action has been initiated to resolve any deficiencies detected. These deficiencies and corrective actions <i>(if any)</i> are described above or in attached documentation. This certification statement and any supporting documentation will be retained on file subject to audit/inspection until superseded by a subsequent management control evaluation.		
a. ASSESSABLE UNIT MANAGER		
(1) TYPED NAME AND TITLE	b. DATE CERTIFIED	
(2) SIGNATURE		

AGREEMENT FOR THE LOAN OF US ARMY MATERIEL

For use of this form, see AR 700-131; the proponent agency is ODCSLOG

This form will be used to enter into agreements relative to the loan of Army materiel between the United States Army and -

- 1. Non-DOD Federal departments and agencies.*
- 2. Civilian activities specifically authorized to receive Army materiel on loan Paragraphs below are applicable to cases, as cited above, unless otherwise specified at the beginning of each paragraph.*

This loan agreement is entered into, by, and between the United States of America, hereinafter called "the lender," represented by (b) _____

for the purpose of entering into this agreement; and (a) _____

hereinafter called "the borrower," represented by (c) _____

for the purpose of entering into this agreement.

1. PURPOSE. Under the authority of (d) _____ the lender hereby lends to the borrower and the borrower hereby borrows from the lender the Government materiel, hereinafter called "the materiel," listed and described in Exhibit I hereto attached and incorporated by reference into the terms of this agreement, which materiel is required by the borrower for (e) _____

2. TERM. This loan of materiel is intended to meet a temporary need covered by federal law. The borrower will keep the materiel only for the period of (f) _____. Loans may be renewed, if justified, and requested by the borrower and approved by the lender. Nevertheless, the lender may revoke and terminate this agreement and demand return of the materiel in whole or in part at any time.

3. CONDITIONS. This agreement is predicated upon the following conditions:

a. The lender will make every effort to ensure that each item of the materiel is furnished to the borrower in a serviceable and usable condition according to its originally intended purpose. However, if the use for which the materiel is loaned will permit, materiel of a lesser condition will be loaned. This lesser condition will be noted on the appropriate loan documents. Nevertheless, the lender makes no warranty or guarantee of fitness of any of the materiel for a particular purpose or use; or warranty of any type whatsoever.

b. The borrower will appoint a representative for the purpose of making joint inspection and inventory of all materiel when the borrower physically picks up or returns the borrowed materiel. Upon pickup *(or receipt after shipment)* of the borrowed materiel, the chief of the borrowing activity *(or his authorized representative)* will sign the appropriate documents acknowledging receipt and possession of the materiel. Upon return of the materiel to the Army, the borrower will certify that "the quantities listed in the shipping documents (s) are correct." In instances where borrower representatives authorized to receive and sign for borrowed materiel, are not available when the materiel is delivered, all claims for costs related to the loan will be valid.

c. The borrower is responsible for care and maintenance of borrowed materiel during the term of the loan. The borrower will provide sufficient personnel and facilities to adequately operate, maintain, protect, and secure the borrowed materiel. The borrower will maintain the materiel in a serviceable condition and ascertain that it is returned to the Army in as good a condition as when it was loaned *(fair wear and tear excepted)*. Records of maintenance performed will be kept and returned to the Army with the borrowed materiel. *(NOTE: When appropriate, the borrowing activity will place the materiel in a "properly preserved" status prior to or upon return.)*

- d. The borrower will store, safeguard, and secure high value items, or arms in a manner consistent with common practice, public law, and local ordinances.
 - e. The borrower will prevent misuse of borrowed materiel; or its use by unauthorized persons.
 - f. The borrower will neither make nor permit any modification or alteration of any borrowed materiel except with permission of the approving authority for the loan.
 - g. The borrower will not mortgage, pledge, assign, transfer, sublet, or part with possession of any borrowed materiel in any manner to any third party either directly or indirectly except with the prior written approval of the lender.
 - h. At all times the lender shall have free access to all loaned materiel for the purpose of inspecting or inventorying it.
 - i. The borrower will return borrowed materiel to a location designated by the lender when the materiel is no longer needed; upon termination of the loan period *(including any approved extension)*; or upon demand therefore by the lender. The lender will provide documents to be used by the borrower to return the materiel.
 - j. *(Applicable to agreements involving the loan of an Army building.)* The building will not be moved. Upon termination of its use, the borrowing activity will vacate the premises, remove its own property therefrom, and turn in all Government property..
4. PAYMENT. The borrower will reimburse the lender for expenses incurred in connection with this loan as provided below:
- a. *(Applicable to loan agreements with civil authorities - except for FEMA requested disaster assistance - and civilian activities only.)* Before delivery of any materiel by the lender, the borrower will post with the approving authority a surety bond and a certified bank check, US Treasury bonds, or bonding company bond in the amount of the total value of the materiel as shown in Exhibit I *(See paragraphs 2-8 a(2)(a) and 2-8 a(2)(b). AR 700-131, for exeptions where a "double bond" is required.)* The bond, marked Exhibit II *(properly executed surety bond and evidence of deposit with the aprroving authority of certified check, United States of America Treasury bonds, or bonding company bond in the amount of the grand total shown on Exhibit I)*, is hereto attached and incorporated by reference into the terms of this agreement.
 - b. *(Applicable to loan agreements with civil authorities - except for FEMA requested disaster assistance - and civilian activities only.)* Should the borrower fail to return any of the borrowed materiel or fail to reimburse the lender within 30 days after receiving a request for payment of expenses, the bond shall be forfeited as liquidated damages in an amount equal to the expenses, the bond shall be forfeited as liquidated damages in an amount equal to the expense to the Government.
 - c. *(Applicable to loan agreements with civil authorities - except for FEMA requested disaster assistance - and civilian activities only.)* Payment of liquidated damages by forfeiture of any portion of the bond to the Government shall not operate as a sale to the borrower of any of the materiel available to be returned, but not returned to the lender, nor to extinguish the lender's right to have the available missing materiel returned. Should the borrower later return to the lender any of the missing materiel on account of which a portion of the bond was forfeited as liquidated damages, the borrower shall be entitled to recoup from the lender a sum equal to 90 percent of the price of the returned materiel as shown on Exhibit I, less an amount in payment for expenses, if any, computed in accordance with Chapter 5, AR 700-131, and less an amount for depreciation .

d. *(Applicable to loan agreements with civil authorities and civilian activities only.)* If the normal life expectancy of borrowed materiel can be determined by reference to applicable military publications, the amount to be assessed for depreciation shall be computed by the straight line method using the price shown on Exhibit I and the date of expiration or termination of this loan as initial points. When normal life expectancy is not established by applicable military publications, the amount for depreciation shall be computed by the same method, applying a uniform depreciation rate of 50 percent per annum.

e. *(Applicable to loan agreements with civil authorities and civilian activities only.)* The borrower will assume all responsibility for Army claims arising from the possession, use, or transportation of the borrowed materiel, and agrees to hold the lender harmless from any such claims and liability. The borrower will protect the interest of the lender by procuring comprehensive insurance for all borrowed materiel to include coverage for liability, property damage, fire, and theft, and deductible collision insurance for motorized vehicles. The borrower will file duplicate copies of such insurance policy/ies with the lender and prepare accident reports in accordance with existing laws and local ordinances.

f. The borrower will bear the cost of pickup and return of borrowed materiel; and, will reimburse the lender for costs incurred incident to packing, crating, handling, movement, and transportation of the materiel.

g. The borrower will reimburse the lender for any expenses necessary to repair, rehabilitate, or preserve the materiel following its return to the lender. *(NOTE. Of any borrowed materiel, unless depreciation is significant.)*

h. The borrower will reimburse the lender *(as indicated and at the price shown on Exhibit I)* for the cost of all of the expendable materiel *(including, but not limited to, petroleum, oil, and other lubricants)* used or consumed during this loan.

i. The borrower will reimburse the lender for costs incident to the pay of Army personnel who may be temporarily required to operate, maintain, guard, or otherwise attend to borrowed Army materiel. This includes travel and per diem costs for both Army uniformed and civilian personnel and regular salary and overtime costs for Army civilian.

j. The borrower will reimburse the lender for any other expense to the lender arising in connection with the loan of Army materiel.

k. *(Applicable to loan agreements with Federal departments and agencies only.)* The lender will indicate the specific accounting classification(s) against which any charges as enumerated above will be charged.

5. OFFICIALS NOT TO BENEFIT. No member or delegate to Congress shall be admitted to any share or part of this loan or to any benefit arising in connection with it.

6. CONTINGENCY FEES. No person or agency acting for or on behalf of the borrower to solicit or obtain this loan shall be paid any commission, percentage, brokerage, or contingent fee in any way connected with this loan.

7. DISPUTES. Any disputes concerning a question or fact arising under this loan agreement which are not mutually disposed of by the lender and the borrower shall be decided by the Secretary of the Army as the Government's Executive Agency, or by his designee.

8. REPAIR PARTS.

a. Repair parts may be obtained by purchase from commercial sources.

b. Repair parts may be obtained by purchase through a Defense Reutilization Management Office (DRMO), at no cost to the Government, in the same manner as authorized the general public, or by transfer from a DRMO authorized by AR 755-2.

c. Repair parts may be obtained from the lender by Supply Support Agreement (DD FORM 1144).

9. REVOCATION RIGHTS. The lender reserves the right to revoke all or any part of this agreement at any time. This materiel is loaned with the stipulation that it may be immediately recalled in support of DOD worldwide operational requirements.

10. INVESTIGATION AND REPORTING OF MISHAPS.

a. Equipment loaned to Army activities: The borrower will be held accountable and responsible for all equipment mishaps from the time of pickup or delivery, and will report all mishaps in accordance with AR 385-40. The lender will have access to any accident investigation proceedings and a copy of any accident investigation report will be forwarded to Commander, United States Army _____ Command, ATTN: _____.

b. Equipment loaned to DOD activities: The borrower will assume full responsibility for all mishaps from the time of pickup or delivery. Reporting and investigation of all mishaps will be accomplished IAW the appropriate regulations of the borrower. The commander, United States Army _____ Command, ATTN: _____ will receive preliminary notification of any mishap, and, upon request, will receive a copy of the completed report.

c. Equipment loaned to non-DOD activities: Accident investigation will be accomplished in accordance with appropriate regulations and procedures of the borrower. The lender will have access to any accident investigation proceedings and a copy of any accident investigation report will be forwarded to Command, United States Army _____ Command, ATTN: _____.

Done at (g) _____ this _____.

TYPED NAME, GRADE/RANK OF ARMY APPROVING
AUTHORITY FOR THE LOAN, OR HIS DESIGNEE

SIGNATURE OF APPROVING AUTHORITY OR HIS DESIGNEE

TYPED NAME OF CHIEF EXECUTIVE OR HIS AUTHORIZED
DESIGNEE OF THE BORROWING AGENCY OR ACTIVITY

SIGNATURE OF CHIEF EXECUTIVE OR HIS DESIGNEE

**AGREEMENT FOR THE LOAN OF US ARMY MATERIEL
CERTIFICATE FOR SIGNATURE BY AN ALTERNATE**

For use of this form, see AR 700-131; the proponent agency is DCSLOG.

I, the (a) _____

of the (b) _____ named as the

borrower in this loan agreement, certify that (c) _____

who signed this agreement on behalf of the borrower, was then (d) _____

_____ of (b) _____

and that this loan agreement was duly signed on behalf of (b) _____

_____ by authority of its governing or directing

body and is within the scope of its lawful powers. In witness whereof I have hereunto

affixed my hand and seal of (b) _____

this (e) _____ day of (f) _____, 19 (g) _____.

(OFFICIAL SEAL)

(Name and title of certifying officer)

(Signature)

INSTRUCTIONS: The lettered blank portions of the certificate are to be completed as specified in the following paragraph with the same letters.

(a) Enter the title of the chief officer of the borrowing activity; e.g., Governor, Chief Scout Executive, National Commander American Legion, etc.; (b) Enter the name of the Federal agency, civil authority, or the civilian activity borrowing the materiel; (c) Enter the name of the person who signed the agreement; (d) Enter the title of the person who signed the agreement; (e) Enter the date (e.g., 5th) of the month on which the certificate was signed; (f) Enter the month (e.g., July) in which the certificate was signed; (g) Enter the year (e.g., 1978) in which the certificate was signed.

For use of this form, see AR 700-131; the proponent agency is DCSLOG.

DA Form 4881-2-R, 1 May 80

**SURETY BOND FOR SAFEKEEPING OF PUBLIC PROPERTY AND GUARANTEEING REIMBURSEMENT TO THE
GOVERNMENT FOR EXPENSES INCIDENT TO THE LOAN OF ARMY MATERIEL – EXHIBIT II**

For use of this form, see AR 700-131; the proponent agency is DCS1 OG.

Know all men by these presents, that the (a) _____,

a (b) _____ having its principal office in the city of (c) _____

and the state of (d) _____, as the obligor, is held and firmly bound into the United States of America in the
penal sum of (e) _____, lawful securities of the United States, payment of which sum, will be made to the United
States, without relief from evaluation or appraisal laws, said organization binds itself, its successors and assigns firmly by
these presents.

The condition of the above obligation is such, that whereas the (a) _____ is

a (b) _____ to which the Secretary of Defense is authorized to lend such materiel
as may be necessary for accommodation of the requirement, subject to the provision that before delivering such materiel he

shall take from the (a) _____ a good and sufficient bond for the safe
return of such property in good order and condition and the whole without expense to the United States.

Now, therefore, as to all the property of the United States to be loaned to the (a) _____,

said (a) _____ shall take good care of, safely keep and account for, and shall, when
required by the Secretary of Defense or his authorized representative, safely return to Department of the Army all said property

issued and covered by this bond within (f) _____ days from the conclusion of said requirement the whole without
expense to the United States, in as good order and in the same condition as that in which the equipment and property existed
at the date of delivery, reasonable wear excepted, or upon formal demand make adequate monetary compensation for items
lost or damaged as well as for costs of depreciation (Note: "Depreciation" will not be included in bonds related to loans to
other Federal agencies.), renovation, or repair of items accomplished at Government repair facilities, and all transportation

provided as set forth and defined in the agreement dated (g) _____ between the United States of America and the

(a) _____.

The above bounded obligor, in order to more fully secure the United States in the payment of the aforementioned sum, hereby
pledges as security therefor, in accordance with the provisions of Section 1126 of the Revenue Act of 1926, as amended,

United States of America Treasury bonds, in the principal amount of (e) _____ which are numbered serially, are
in the denominations and amounts, are otherwise more particularly described as follows:

United States of America Treasury bonds (h) _____ due (i) _____

Interest on said Treasury bonds shall accrue and be paid to the (a) _____
except and unless there occurs a default as defined herein and said securities are sold and applied to the satisfaction of such
default as provided herein. Said Treasury bond(s) (cash or certified check) have/has this day been deposited with the

Finance and Accounting Officer (j) _____ and his receipt taken therefor.

*NOTE. If cash or a certified bank check is provided as bond instead of US of America
Treasury bonds, the two paragraphs above will be crossed out and the following paragraph
will apply.*

CONTINUED ON REVERSE

The above bonded obligor, in order to more fully secure the United States in the payment of the aforementioned sum, hereby pledges as security, therefore, in accordance with the provisions of section 1126 of the Revenue Act of 1926, as amended,

cash (cashier's check) in the amount of (e) _____ . Said cash (cashier's check) has this day been deposited

with the Finance and Accounting Officer (j) _____ and his receipt taken therefor.

Contemporaneously herewith the undersigned have also executed an irrevocable power of attorney and agreement in favor of the Finance and Accounting Officer, (j) _____, acting for and in behalf of the US Government authorizing and empowering said officer as such attorney to disburse said bond so deposited, or any part thereof, in case of any default in the performance of any of the above named conditions or stipulations.

In Witness Whereof, this bond has been signed, sealed, and delivered by the above named obligor, this

(k) _____ day of (l) _____ 19 (m) _____ .

(a) _____

(n) _____ SEAL

(o) _____ SEAL

Signed, sealed, and delivered in the presence of:

(p) _____ (q) _____
(Name) (Address)

(p) _____ (q) _____
(Name) (Address)

Before me, the undersigned, a Notary Public within and for the county of (r) _____ ,

in the State of (s) _____ , personally appear (t) _____ ,

(n) _____ , and for and in behalf of said (a) _____ ,

a (b) _____ acknowledged the execution of the foregoing bond.

Witness my hand and notarial seal this (u) _____ day of (v) _____ , 19 (w) _____ .

Notarial Seal (x) _____
(Notary Public)

My commission expires (y) _____
(Date)

INSTRUCTIONS

The lettered blank portions of the surety bond are to be completed as specified in the following paragraphs with the same letters:

- (a) Enter the name of the Federal agency, authority (local governmental body), or special activity which borrowed the Army materiel, or is providing the bond.
- (b) Further identify the borrower by entering here the type of activity that it is; e.g., Federal agency, civil government, corporation (Boy Scouts of America), etc.
- (c) Enter the name of the city.
- (d) Enter the name of the State.
- (e) Enter the amount of the bond.
- (f) Enter the number of days, or period, for which loan of the materiel is authorized.
- (g) Enter the date on which the loan agreement between the borrower and the US Government was signed.
- (h) Enter rate of interest paid on the bonds.
- (i) Enter date on which bonds are due for redemption.
- (j) Enter name of the Army installation (e.g., Fort Hood, TX) or US Army number (e.g., Fifth US Army) at which the servicing Finance and Accounting Office is located.
- (k) Enter date on which bond is signed.
- (l) Enter month in which bond is signed.
- (m) Enter year in which bond is signed.
- (n) Enter title of the borrowing activity's chief executive; e.g., governor, chief scout executive, national commander VFW, etc.
- (o) Enter, if appropriate, the names and title of the comptroller or treasurer of the borrowing activity.
- (p) Enter name of person witnessing signature.
- (q) Enter address of person witnessing signature.
- (r) Enter the name of the county in which the power of attorney is being signed.
- (s) Enter the name of the State in which the Power of Attorney is being signed.
- (t) Enter name of the borrowing activity's chief executive.
- (u) Enter date on which the power of attorney is signed.
- (v) Enter month in which power of attorney is signed.
- (w) Enter year in which power of attorney is signed.
- (x) Signature of Notary Public.
- (y) Enter date that the Notary Public's commission expires.

POWER OF ATTORNEY (For Transactions Involving Treasury Bonds)

For use of this form, see AR 700-131; the proponent agency is DCSLOG.

Know all men by these presents, that the (a) _____ is a (b) _____

having its principal office in the city of (c) _____ State of (d) _____, does hereby constitute

and appoint the finance and accounting officer, (e) _____, acting for and on behalf of the

(f) _____, and his successors in office, as attorney for said (a) _____, or its authorized representatives, for and in the name of said corporation to collect or to sell, assign, and transfer certain US Treasury bonds described as follows:

(g) _____ due (h) _____.

Such Treasury bonds have been deposited by (a) _____, pursuant to authority conferred by section 1126 of the Revenue Act of 1926, as amended, and subject to the provisions thereof and of Treasury Department Circular No. 154, dated February 6, 1935, as security for the faithful performance of any and all of the conditions or stipulations of a certain agreement entered into by (a) _____ with the United States, under date of

(i) _____ which is hereby made a part hereof as Inclosure 1. The undersigned agrees that, in case of any default in performance of any of the conditions and stipulations of such or any part thereof the finance and accounting officer

(e) _____ may sell, assign, and transfer said Treasury bonds or any part thereof without notice, at public or private sale, free from equity of redemption and without appraisal or evaluation, notice of right to redeem being waived, and may apply the proceeds of such sale or collection in whole or in part, to the satisfaction of such default. The undersigned further agree that the authority herein granted is irrevocable.

And such (a) _____ hereby for itself, its successors and assigns, ratifies and confirms such proper action taken within the scope of this power.

In witness whereof, the (a) _____, the (b) _____

herein above named by its (j) _____ and (k) _____ duly authorized

to act in the premises, has executed this instrument and caused the seal of the (a) _____

to be affixed this (l) _____ day of (m) _____ 19 (n) _____.

(a) _____

By: (o) _____ By: (p) _____
(Name and title) (Name and title (Comptroller))

Before me, the undersigned, a Notary Public within and for the County of (q) _____

in the State of (r) _____, personally appeared (s) _____, (j) _____,

and (p) _____, comptroller, and for an on behalf of said (a) _____,

a (b) _____, acknowledged the execution of the foregoing power of attorney.

Witness my hand and notarial seal this (l) _____ day of (m) _____, 19(n) _____.

Notarial Seal (t) _____
(Notary Public)

INSTRUCTIONS

The lettered blank portions of the Power of Attorney are to be completed as specified in the following paragraphs with the same letters:

- (a) Enter the name of the Federal agency, authority, (local governmental body), or special activity which borrowed the Army materiel.
- (b) Further identify the borrower by entering here the type of activity that it is; i.e., Federal agency, civil government, corporation (Boy Scouts of America), etc.
- (c) Enter the name of the city.
- (d) Enter the name of the state.
- (e) Enter the name of the Army installation handling the account.
- (f) Enter the name and rank of the commanding officer of the Army installation handling the account.
- (g) Describe the US Treasury bonds that have been posted as bond to include type, serial numbers, and interest rates if applicable.
- (h) Enter date on which payment of the Treasury bonds becomes due if applicable. If it is not applicable enter "NA."
- (i) Enter the date on which the agreement between the borrower and the US Government was signed.
- (j) Enter title of the borrowing activities' chief executive; e.g., governor, chief scout executive, national commander VFW, etc.
- (k) Enter here, "Comptroller," "Treasurer," etc. as appropriate.
- (l) Enter date on which the Power of Attorney is signed.
- (m) Enter month in which Power of Attorney is signed.
- (n) Enter year in which Power of Attorney is signed.
- (o) Enter name and title of chief executive of borrowing activity.
- (p) Enter, if appropriate, the names and title of the comptroller or treasurer of the borrowing activity.
- (q) Enter the name of the county in which the Power of Attorney is being signed.
- (r) Enter the name of the state in which the Power of Attorney is being signed.
- (s) Enter the name of the chief executive of the borrowing activity.
- (t) Signature of the Notary Public.

AGREEMENT FOR THE LEASE OF US ARMY MATERIAL

For use of this form, see AR 700-131; the proponent agency is ODCSLOG

NOTE: The format below is prescribed for any lease of Army materiel under the authority of 10 U.S.C. 2667

This form will be used to enter into agreements relative to the lease of Army materiel between the United States Army and -

1. State and local government agencies.
2. Private individuals.
3. Commercial activities.

LESSEE AND ADDRESS:

PROPERTY TO BE USED AT:

Payment:

To be made to _____

United States Army, at _____

This lease is authorized by 10 U.S.C. 2667.

This LEASE AGREEMENT, entered into this _____ day of _____ 19__ by
and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the
Contracting Officer executing this agreement, and _____

*a corporation organized and existing under the laws of the State/City/County of _____

*joint venture consisting of _____

*partnership consisting of _____

*an individual trading as _____

of the City of _____ in the State of _____
hereinafter called the lessee.

Witnesseth That,

1. The Government hereby leases to the Lessee and the lessee hereby hires from the Government, upon the terms and conditions hereinafter set forth, the personal property listed in Schedule A which is attached hereto and made a part hereof.

2. This lease is subject to the approval of _____ and shall not be binding until so approved. The term of this lease shall commence on the _____ day following the mailing of written notice to the Lessee that the lease has been so approved and that the property is ready for delivery, and shall continue for a period of _____ (days, months, or years) or until sooner terminated or revoked in accordance with the provisions hereof.

3. At any time during the term, either party may terminate this lease in whole or in part effective not less than 90 days after receipt by the other party of written notice thereof without further liability to either party. However, the Secretary of the Army may revoke this lease in whole or in part at any time.

4. Upon commencement of the term of this lease, the Lessee shall take possession of the leased property at _____ as is, without warranty express or implied, on the part of the Government as to condition of fitness for any purpose.

5. The Lessee shall pay rent during the term of this lease at the rate prescribed in Schedule A. The rental accrued at the end of any calendar month, or at the expiration, termination or revocation of this lease, shall be paid to the Government on or before the 10th day thereafter.

6. The Lessee at its own expense shall maintain the property in good condition and repair and make all necessary replacements of components and parts during the term of this lease. In addition, AR 700-131, Chapter 5, provides examples of reimbursable costs required to be paid by the Lessee to the Army for the lease of property. The Lessee shall make no changes or alterations in the property without the written consent of the Contracting Officer.

7. The Lessee shall not mortgage, pledge, assign, transfer, sublet, or part with possession of any of the property in any manner to any third party either directly or indirectly, except that this provision shall not preclude the Lessee from permitting the use of the property by a third party with the prior written approval of the Contracting Officer, and the Lessee shall not do or suffer anything whereby any of the property shall or may be encumbered, seized, taken in execution, attached, destroyed, or injured.

8. After taking possession as provided in clause 4, the Lessee shall be solely responsible for the property until it is returned to the Government as provided for in this lease. The property shall be returned in as good condition as when received, reasonable wear and tear excepted. If the Lessee fails to return the property, the Lessee shall pay to the Government the amount specified in Schedule A (prepared by the Contracting Officer and appended to this agreement) as the value of the property less the amount determined by the Contracting Officer to represent reasonable wear and tear for the period during which the property was usable. If the Lessee returns the property in other than as good condition as when received, reasonable wear and tear excepted, the Lessee shall pay to the Government the amount necessary to place the property in such condition, or if it is determined by the Contracting Officer that the property cannot be placed in such condition, the Lessee shall pay to the Government the amount specified in Schedule A as the value of the property less both the amount determined by the Contracting Officer to represent reasonable wear and tear for the period during which the property was usable and the scrap value of the property.

9. The Lessee shall take all steps necessary to protect the interest of the Government in the property, and the Contracting Officer may require the Lessee, at its own expense, to take such specific measure, including but not limited to the procurement of insurance, as may be necessary to protect such interest.

10. On or before the last day of the term of this lease the Lessee shall return the property to the Government at _____ or such other place as the Contracting Officer may designate, except that in the event of revocation of this lease the Lessee shall return the property to the Government at the designated place as soon after such revocation as the same can be accomplished. The Lessee shall reimburse the Government immediately, upon presentation of a statement thereof, for all packing and handling costs incurred by the Government in performance of this lease. The Lessee shall also pay all other packing, handling, and transportation charges, including the expenses of reinstalling the property or processing it for extended storage, except that the Lessee's responsibility for return transportation charges shall not exceed the amount required to return the property to the place specifically named above. Further, if the Contracting Officer designates a place to which the property is to be returned other than that specifically named above and if the time required to return the property to such other place exceeds the time required to return the property to the place specifically named above, then the time for which the Lessee must pay rent under Clause 5 shall be reduced by the amount of such excess.

11. The property is leased without operators. Any operator deemed incompetent by the Contracting Officer shall be removed from the property.

12. Upon request to the Lessee, the Contracting Officer shall furnish without charge, copies of such drawings, specifications or instructions as the Lessee may require for the operation or repair of the property and as may in the discretion of the Contracting Officer be reasonably available.

13. The Government shall not be responsible for damages to property of the Lessee or property of others, or for personal injuries to the Lessee's officers, agents, servants, or employees, or to other persons, arising from or incident to the use of the property herein leased, and the Lessee shall save the Government harmless from any and all such claims; provided, that nothing contained in this Clause 13 shall be deemed to affect any liability of the Government to its own employees.

14. At all times the Contracting Officer shall have access to the job site whereon any of the property is situated, for the purposes of inspecting or inventorying the same, or for the purpose of removing the same in the event of the termination of this lease.

15. **CONTROL OF GOVERNMENT PROPERTY.** The provisions of Subpart 45.5 of the Federal Acquisition Regulation (FAR) and the DOD FAR Supplement which set forth requirements for establishing and maintaining control over Government Property are incorporated by reference and made a part hereof.

16. **OFFICIALS NOT TO BENEFIT.** No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of the lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease, if made with a corporation for its general benefit.

17. **COVENANT AGAINST CONTINGENT FEES.** The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the Lessee to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

18. DISPUTES (DEC 1991)

(a) This lease is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under a lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Lessee shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Contracting Officer.

- (2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification -
 - (i) The claim is made in good faith.
 - (ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and
 - (iii) The amount requested accurately reflects the adjustment for which the Lessee believes the Government is liable.

- (3) (i) If the Lessee is an individual, the certification shall be executed by that individual.
- (ii) If the Lessee is not an individual, the certification shall be executed by -
 - (A) A senior company official in charge at the Lessee's plant or location involved; or
 - (B) An officer or general partner of the Lessee having overall responsibility for the conduct of the Lessee's affairs.

(e) For Lessee claims of \$50,000 or less; the Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee certified claims over \$50,000 the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of the payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by The Treasury Secretary during the pendency of the claim.

19. ADJUSTMENT OF RENTALS-STATE OR LOCAL TAXATION. Except as may be otherwise provided, the rental rates established in this lease do not include any State or local tax on the property herein leased. If and to the extent that such property is hereafter made taxable by State and local government by Act of Congress, then in such event the lease shall be renegotiated.

20. Except as otherwise specified in this lease, all notices to either of the parties to this lease shall be sufficient if mailed in a sealed postpaid envelope addressed as follows:

To the Lessee

(Name)

(Address)

To the Government

(Title)

(Title)

(Address)

21. DEFINITIONS. As used throughout this lease, the following terms shall have the meanings set forth below:

a) The term "Secretary" means the Secretary, the Under Secretary or any Assistant Secretary of the Department and the head or any assistant head of the executive agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this lease on behalf of the Government, and any other officer or civilian employee who is a property designated Contracting Officer; and the term includes, except as otherwise provided in this lease, the authorized representative of a Contracting Officer acting within the limits of his authority.

22. This agreement shall be subject to the written approval of the Secretary of the Army or his duly authorized representative and shall not be binding until so approved.

23. ALTERATIONS. The following changes were made in this lease before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first above written.

THE UNITED STATES OF AMERICA

Two witnesses:

BY _____

(Official Title)

(Address)

(Lessee)

BY _____

(Address)

(Business Address)

I _____ certify that I am the Secretary of the Corporation named as Lessee herein, that _____ who signed this lease on behalf of the Lessee was then _____ of said corporation; that said lease was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporation powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand this seal of said corporation
this _____ day of _____, 199____.

(CORPORATE SEAL)

(SECRETARY)

M

TAB

TAB

TAB

TAB

REQUEST AND APPROVAL FOR LOAN OR LEASE OF EQUIPMENT AND LOAN OR LEASE AGREEMENT For use of this form, see AR 700-131; the proponent agency is DCSLOG.		PAGE NO.	NO. OF PAGES
		REQUIRED DELIVERY DATE	
LOAN OR LEASE (Check one)	LOAN/LEASE AGREEMENT NUMBER (When Approved)		
<input type="checkbox"/> LOAN <input type="checkbox"/> LEASE			
ADDRESS OF ACCOUNTABLE OFFICER		EXPIRATION DATE OF LOAN/LEASE	

SECTION A - (To be completed by Requester/Lessee)

1. NAME AND ADDRESS OF ACTIVITY (Include UTC)

2. ITEM DESCRIPTION (Include LIN and NSN and Quantity Required)

3. OTHER ITEMS REQUIRED (Show item, page no. of request and agency to which request was submitted. A separate request is required for each item.)

4. EQUIPMENT TO BE SHIPPED TO (include DODAAC, if applicable)

5. FUND CITE FOR PC&H AND TRANSPORTATION COSTS

6. COMPLETE JUSTIFICATION INCLUDING PROPOSED DURATION OF LOAN/LEASE (If additional space is needed, use reverse)

7. CERTIFICATION

I certify that I am the authorized individual to request loan/lease of Army equipment, and if this request is approved, agree to pay all authorized charges including PC&H, transportation, and repair costs for other than fair wear and tear, and agree to abide by all conditions specified for Loan/Lease of Army materiel by AR 700-131.

8. TYPED NAME, GRADE, AND TITLE OF AUTHORIZED REPRESENTATIVE	8a. SIGNATURE	8b. DATE
--	---------------	----------

SECTION B - (To be completed by the activity having custody of item)

9. NAME AND ADDRESS OF ACTIVITY

10. REQUESTED ITEM <input type="checkbox"/> (Enter NSN)	10a. AVAILABILITY (Check one)
SUBSTITUTE ITEM <input type="checkbox"/> (Enter NSN)	WITH DAMPL IMPACT <input type="checkbox"/> WITHOUT DAMPL IMPACT <input type="checkbox"/> NOT AVAILABLE <input type="checkbox"/>

10b. APPROVAL AUTHORITY FOR LOAN/LEASE (Based upon above data and Table 2-1, AR 700-131)

11. FOR LOANS/LEASES WITH DAMPL IMPACT (Provide the following information to HQDA)

11a. AUTHORIZED	ON HAND (Worldwide)	QTY D/I PER MONTH
		PRODUCED OVERHAULED
11b. QTY O/H CONUS DEPOT BY PURPOSE CODE	11c. QTY BACKORDERED BY MACOM	

11d. IMPACT OF LOAN/LEASE APPROVAL AND ACTIVITY RECOMMENDATION

12. TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	12a. SIGNATURE	12b. DATE
---	----------------	-----------

SECTION C - (Action by final approval authority)

13. <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> OTHER (SEE REVERSE)		
14. TYPED NAME AND TITLE OF APPROVING AUTHORITY	14a. SIGNATURE	14b. DATE

UNCLASSIFIED

PIN 046198-000

USAPA

ELECTRONIC PUBLISHING SYSTEM
TEXT FORMATTER ... Version 2.61

PIN: 046198-000

DATE: 06-10-99

TIME: 12:51:40

PAGES SET: 79

DATA FILE: e24.fil

DOCUMENT: AR 700-131

DOC STATUS: NEW PUBLICATION